

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		02/24/2020	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	COMMUNITY HOSPITAL OF ANDALUSIA, LLC		
Street Address:	330 SEVEN SPRINGS WAY		
City:	BRENTWOOD		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	DANVILLE REGIONAL MEDICAL CENTER, LLC		
Street Address:	330 SEVEN SPRINGS WAY		
City:	BRENTWOOD		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	LEGACY LIFEPOINT HEALTH, INC. (f/k/a LIFEPOINT HEALTH, INC.)		
Street Address:	330 SEVEN SPRINGS WAY		
City:	BRENTWOOD, TENNESSEE 37027		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Corporation: DELAWARE		
Name:	PHC-LAS CRUCES, INC.		
Street Address:	330 SEVEN SPRINGS WAY		
City:	BRENTWOOD		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Corporation: NEW MEXICO		
Name:	PROVIDENCE HOSPITAL, LLC		
Street Address:	330 SEVEN SPRINGS WAY		
City:	BRENTWOOD		

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State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: DELAWARE
Name:	PROVINCE HEALTHCARE COMPANY, LLC
Street Address:	330 SEVEN SPRINGS WAY
City:	BRENTWOOD
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: DELAWARE
Name:	SUMNER REGIONAL MEDICAL CENTER, LLC
Street Address:	330 SEVEN SPRINGS WAY
City:	BRENTWOOD
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: DELAWARE
Name:	ADVANTAGEPOINT HEALTH ALLIANCE, LLC
Street Address:	330 SEVEN SPRINGS WAY
City:	BRENTWOOD
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5106620	
Registration Number:	5047085	
Registration Number:	5425192	SOVAH
Registration Number:	5425193	SOVAH HEALTH
Registration Number:	5482037	HEALTHYHUB
Registration Number:	3760856	LIFEPOINT
Registration Number:	3802200	LIFEPOINT
Registration Number:	4924289	LIFEPOINT HEALTH
Registration Number:	4924290	LIFEPOINT HEALTH
Registration Number:	4924292	LIFEPOINT HEALTH
Registration Number:	4924293	LIFEPOINT HEALTH
Registration Number:	4924294	LIFEPOINT HEALTH MAKING COMMUNITIES HEAL
Registration Number:	4924295	LIFEPOINT HEALTH MAKING COMMUNITIES HEAL
Registration Number:	2472025	LIFEPOINT HOSPITALS
Registration Number:	2472026	LIFEPOINT HOSPITALS

TRADEMARK

REEL: 006881 FRAME: 0290

Property Type	Number	Word Mark
Registration Number:	3362916	MAKING COMMUNITIES HEALTHIER
Registration Number:	4533426	OUR PURPOSE IN LIFE IS TO SAVE YOURS
Registration Number:	5612977	
Registration Number:	3190754	M
Registration Number:	5075006	
Registration Number:	2273436	PROVINCE
Registration Number:	2305408	PROVINCE HEALTHCARE
Registration Number:	2273435	PROVINCE HEALTHCARE
Registration Number:	3195992	SUMNER REGIONAL
Registration Number:	5162849	
Registration Number:	5162850	ADVANTAGEPOINT HEALTH ALLIANCE
Registration Number:	5162848	ADVANTAGEPOINT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: skirschenheiter@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com

Correspondent Name: Sarah Kirschenheiter

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 21449-018

NAME OF SUBMITTER: Sarah Kirschenheiter

SIGNATURE: /Sarah Kirschenheiter/

DATE SIGNED: 03/03/2020

Total Attachments: 12

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EXECUTION VERSION

**RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of February 24, 2020 is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent (referred to herein as the “Notes Collateral Agent”), in favor of COMMUNITY HOSPITAL OF ANDALUSIA, LLC, a Delaware limited liability company, DANVILLE REGIONAL MEDICAL CENTER, LLC, a Delaware limited liability company, LEGACY LIFEPOINT HEALTH, INC. (f/k/a LIFEPOINT HEALTH, INC.), a Delaware corporation, PHC-LAS CRUCES, INC., a New Mexico corporation, PROVIDENCE HOSPITAL, LLC, a Delaware limited liability company, PROVINCE HEALTHCARE COMPANY, LLC, a Delaware limited liability company, SUMNER REGIONAL MEDICAL CENTER, LLC, a Delaware limited liability company, and ADVANTAGEPOINT HEALTH ALLIANCE, LLC, a Delaware limited liability company (each a “Pledgor” and collectively, the “Pledgors”), pursuant to that certain Collateral Agreement, dated as of April 29, 2016 (as the same may have been amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among each Pledgor, the Notes Collateral Agent and other parties thereto. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below), as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Trademark Security Agreement).

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Pledgors executed and delivered the Trademark Security Agreement, dated as of November 16, 2018, in favor of the Notes Collateral Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, as security for the payment and performance, as applicable, in full of the Secured Obligations, each Pledgor granted and pledged to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets then owned or at any time thereafter acquired by such Pledgor or in which such Pledgor then had or at any time thereafter acquired any right, title or interest (but excluding any Excluded Property): all Trademarks of the United States of America, including those listed on Schedule I attached hereto (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on November 16, 2018, at Reel/Frame 6483/0477; and

WHEREAS, the Notes Collateral Agent has agreed to terminate and release its security interest in the Trademark Collateral and duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Notes Collateral Agent hereby terminates and cancels the Trademark Security Agreement, and hereby releases, relinquishes and discharges its lien on and security interest in all of each Pledgor's right, title and interest in, to and under the Trademark Collateral, without any recourse, representation, or warranty.

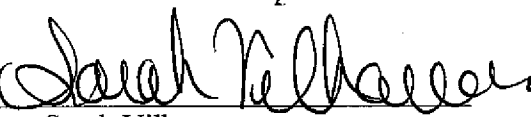
The Notes Collateral Agent hereby authorizes the Pledgors, their successors or assigns (including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral) or any of its or their authorized representatives to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Notes Collateral Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Notes Collateral Agent further agrees to execute and deliver to the Pledgors any and all further documents and instruments, and do any and all further acts which the Pledgors (or their agents or designees) reasonably request (at the Pledgors' sole cost and expense) in order to confirm this Release and each Pledgor's right, title and interest in, to and under the Trademark Collateral.

This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

[Signature Follows On Next Page.]

IN WITNESS WHEREOF, the Notes Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Sarah Vilhauer
Title: Banking Officer


[Signature Page – Release of Security Interest in Trademarks (Notes – LifePoint)]

TRADEMARK
REEL: 006881 FRAME: 0294

Schedule I
to Release of Security Interest in Trademarks

Trademarks Owned by Community Hospital of Andalusia, LLC

U.S. Trademark Registrations



Trademark	App. No. App. Date	Reg. No. Reg. Date
	86969665 08-APR-2016	5106620 20-DEC-2016

U.S. Trademark Applications

None.

Trademarks Owned by Danville Regional Medical Center, LLC

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
	86864549 04-JAN-2016	5047085 20-SEP-2016
SOVAH	87480147 08-JUN-2017	5425192 13-MAR-2018
	87480152 08-JUN-2017	5425193 13-MAR-2018


U.S. Trademark Applications

None.

Trademarks Owned by Legacy LifePoint Health, Inc. (f/k/a/ LifePoint Health, Inc.)

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
HEALTHYHUB	87326484 07-FEB-2017	5482037 29-MAY-2018
LIFEPOINT	77793279 30-JUL-2009	3760856 16-MAR-2010
LIFEPOINT	77793284 30-JUL-2009	3802200 15-JUN-2010
LIFEPOINT HEALTH	86599455 16-APR-2015	4924289 22-MAR-2016
LIFEPOINT HEALTH	86599463 16-APR-2015	4924290 22-MAR-2016
LIFEPOINT HEALTH	86599676 16-APR-2015	4924292 22-MAR-2016
LIFEPOINT HEALTH	86599680 16-APR-2015	4924293 22-MAR-2016
LIFEPOINT HEALTH <small>ENHANCING COMMUNITIES HEALTH CARE</small>	86599792 16-APR-2015	4924294 22-MAR-2016
LIFEPOINT HEALTH <small>ENHANCING COMMUNITIES HEALTH CARE</small>	86599797 16-APR-2015	4924295 22-MAR-2016


Trademark	App. No. App. Date	Reg. No. Reg. Date
LIFEPOINT HOSPITALS	75602903 10-DEC-1998	2472025 24-JUL-2001
LIFEPOINT HOSPITALS	75603295 10-DEC-1998	2472026 24-JUL-2001
MAKING COMMUNITIES HEALTHIER	77008546 27-SEP-2006	3362916 01-JAN-2008
OUR PURPOSE IN LIFE IS TO SAVE YOURS	86086406 08-OCT-2013	4533426 20-MAY-2014
	87549112 31-JUL-2017	5612977 20-NOV-2018

U.S. Trademark Applications

None.

Trademarks Owned by PHC-Las Cruces, Inc.

U.S. Trademark Registrations


Trademark	App. No. App. Date	Reg. No. Reg. Date
	76653695 19-JAN-2006	3190754 02-JAN-2007

U.S. Trademark Applications

None.

Trademarks Owned by Providence Hospital, LLC

U.S. Trademark Registrations


Trademark	App. No. App. Date	Reg. No. Reg. Date
	86837865 03-DEC-2015	5075006 01-NOV-2016

U.S. Trademark Applications

None.

Trademarks Owned by Province Healthcare Company, LLC

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
PROVINCE	75351656 04-SEP-1997	2273436 31-AUG-1999
 PROVINCE HEALTHCARE	75450365 16-MAR-1998	2305408 04-JAN-2000
PROVINCE HEALTHCARE	75351650 04-SEP-1997	2273435 31-AUG-1999

U.S. Trademark Applications

None.

Trademarks Owned by Sumner Regional Medical Center, LLC

U.S. Trademark Registrations

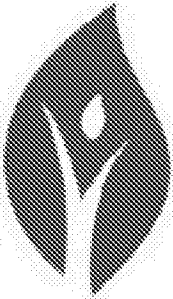
Trademark	App. No. App. Date	Reg. No. Reg. Date
SUMNER REGIONAL	78680737 28-JUL-2005	3195992 09-JAN-2007

U.S. Trademark Applications

None.

Trademarks Owned by AdvantagePoint Health Alliance, LLC

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
	87024888 04-MAY-2016	5162849 14-MAR-2017
	87024892 04-MAY-2016	5162850 14-MAR-2017
ADVANTAGEPOINT	87024882 04-MAY-2016	5162848 14-MAR-2017

U.S. Trademark Applications

None.