

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glacier Canyon, LLC		01/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MultiCare Health System		
Street Address:	820 'A' Street, MS: 820-4-CFO		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98402		
Entity Type:	Non-Profit Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5852876	ASTRIA HEALTH CENTER	
Registration Number:	5758502	ASTRIA AMBULATORY SURGICAL CENTER	
Registration Number:	5753175	ASTRIA TOPPENISH HOSPITAL	
Registration Number:	5676173	ASTRIA SUNNYSIDE HOSPITAL	
Registration Number:	5650712	ASTRIA HEARING AND SPEECH CENTER	
Registration Number:	5650711	ASTRIA PLASTIC SURGERY CENTER	
Registration Number:	5650634	ASTRIA URGENT CARE	
Registration Number:	5650633	ASTRIA HEART INSTITUTE	
Registration Number:	5650632	ASTRIA HEALTH FOUNDATION	
Registration Number:	5650631	ASTRIA HOME HEALTH	
Registration Number:	5645482	ASTRIA REGIONAL MEDICAL CENTER	
Registration Number:	5470765	ASTRIA HEALTH	
Registration Number:	5470764	ASTRIA	
Registration Number:	6273048	ASTRIA HEALTH CENTER	
Serial Number:	87466144	ASTRIA MEDICAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	3109145880		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (310) 312-4246
Email: jwood@manatt.com, rrozen@manatt.com, ipdocket@manatt.com
Correspondent Name: J. Wood c/o Manatt,Phelps&Phillips,LLP
Address Line 1: 2049 Century Park East, Suite 1700
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Jessica A. Wood
SIGNATURE:	/Jessica A. Wood/
DATE SIGNED:	05/01/2021

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 15, 2021 (as it may be amended, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Glacier Canyon, LLC, a Delaware limited liability company (the “**Debtor**”) in favor of MultiCare Health System, as lender (in such capacity, together with its successors and assigns in such capacity, the “**Lender**”).

RECITALS

Debtor is party to a Security Agreement, dated as of January 15, 2021 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Debtor and the other debtors that are parties thereto and the Lender, pursuant to which Debtor granted a security interest to the Lender in Debtor’s Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

AGREEMENT

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees with the Lender as follows:

1. Defined terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

2. Grant of security interest in Trademark Collateral

2.1 Grant of security interest

Debtor hereby grants to the Lender a security interest in and continuing lien on all of Debtor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): all United States and foreign trademarks, service marks, business names, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations that have heretofore been or may hereafter be issued thereon (including, without limitation, the registered trademarks and trademark applications listed on Schedule A attached hereto); and all common law and other rights in and to all of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights in and to all of the foregoing; in each of the foregoing cases whether now existing or hereafter created or acquired and wherever located throughout the world.

2.2 Certain limited exclusions

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and Debtor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Governing law

This Agreement shall be governed by, and construed in accordance with, the law of the State of Washington.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

Accordingly, Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtor:

Glacier Canyon, LLC

DocuSigned by:
Brian P. Gibbons, Jr.
By: _____
Name: Brian P. Gibbons, Jr., FACHE
Title: Authorized Signatory

Accepted and agreed:

MultiCare Health System, as Lender

DocuSigned by:
William G. Robertson
By: _____
Name: William G. Robertson
Title: President and Chief Executive Officer

SCHEDULE A
To Trademark Security Agreement

Registered trademarks

Company name held in	Mark	Registration number	Registration date
Glacier Canyon, LLC	ASTRIA HEALTH CENTER	5852876	September 3, 2019
Glacier Canyon, LLC	ASTRIA AMBULATORY SURGICAL CENTER	5758502	May 21, 2019
Glacier Canyon, LLC	ASTRIA TOPPENISH HOSPITAL	5753175	May 14, 2019
Glacier Canyon, LLC	ASTRIA SUNNYSIDE HOSPITAL	5676173	February 12, 2019
Glacier Canyon, LLC	ASTRIA HEARING AND SPEECH CENTER	5650712	January 8, 2019
Glacier Canyon, LLC	ASTRIA PLASTIC SURGERY CENTER	5650711	January 8, 2019
Glacier Canyon, LLC	ASTRIA URGENT CARE	5650634	January 8, 2019
Glacier Canyon, LLC	ASTRIA HEART INSTITUTE	5650633	January 8, 2019
Glacier Canyon, LLC	ASTRIA HEALTH FOUNDATION	5650632	January 8, 2019
Glacier Canyon, LLC	ASTRIA HOME HEALTH	5650631	January 8, 2019
Glacier Canyon, LLC	ASTRIA REGIONAL MEDICAL CENTER	5645482	January 1, 2019
Glacier Canyon, LLC	ASTRIA HEALTH	5470765	May 15, 2018
Glacier Canyon, LLC	ASTRIA	5470764	May 15, 2018

Trademark applications

Company name held in	Mark	Application number	Filing date
Glacier Canyon, LLC	ASTRIA HEALTH CENTER	87/466150	May 26, 2017
Glacier Canyon, LLC	ASTRIA MEDICAL GROUP	87/466144	May 26, 2017