## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM697417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Partial Release of Security Interest in Trademarks

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Notes Collateral Agent		12/23/2021	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	RCHP-Wilmington, LLC
Street Address:	103 Continental Place, Suite 200
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: DELAWARE
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

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2236711	CMH REGIONAL HEALTH SYSTEM
Registration Number:	3605855	
Registration Number:	3605856	THE COMPASSION TO COMFORT. THE TECHNOLOG
Registration Number:	3638235	FOSTER J. BOYD MD REGIONAL CANCER CENTER
Registration Number:	5106620	

### CORRESPONDENCE DATA

Fax Number: 6462193046

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.

Phone: 212 373 2594

Email: rlyne@paulweiss.com, mmcguire@paulweiss.com

Rebecca B. Lyne **Correspondent Name:** 

> TRADEMARK **REEL: 007519 FRAME: 0119**

900665248

**Address Line 1:** 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

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

ATTORNEY DOCKET NUMBER:	021449-0024
NAME OF SUBMITTER:	Rebecca B. Lyne
SIGNATURE:	/s/ Rebecca Lyne
DATE SIGNED:	12/23/2021

### **Total Attachments: 5**

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TRADEMARK REEL: 007519 FRAME: 0120

# NOTICE OF PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of December 23, 2021 is made by Wilmington Trust, National Association, in its capacity as Notes Collateral Agent, in favor of RCHP-Wilmington, LLC a Delaware limited liability company ("RCHP-Wilmington") and Community Hospital of Andalusia, LLC, a Delaware limited liability company ("Community Hospital of Andalusia," and collectively with RCHP-Wilmington, the "Companies"), pursuant to that certain Collateral Agreement, dated as of April 13, 2020 (and as the same may be further amended or modified from time to time, the "Collateral Agreement"), among the Companies, the Notes Collateral Agent and other parties thereto.

### <u>WITNESSETH</u>:

WHEREAS, in connection with the Collateral Agreement, the Pledgors, including the Companies, executed and delivered the Trademark Security Agreement, dated as of April 13, 2020, in favor of the Notes Collateral Agent (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Companies, pledged and granted to the Notes Collateral Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of their intellectual property, including the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the "Released Trademarks");

WHEREAS, the Notes Collateral Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "<u>USPTO</u>") on April 13, 2020, at Reel/Frame No. 6914/0497; and

WHEREAS, pursuant to a disposition of the Companies and their respective properties and assets to a person other than the Issuer or a Subsidiary Guarantor in a transaction not prohibited by Section 4.06 of the Indenture, the Companies will no longer be party to the Collateral Agreement and therefore the Companies have requested, and the Notes Collateral Agent has agreed, to release its security interest in and to the Released Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Notes Collateral Agent agrees, for the benefit of the Companies, as follows:

SECTION 1. <u>Definitions</u>. 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 and Collateral Agreement, 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 Collateral Agreement).

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SECTION 2. Release of Security Interest. The Notes Collateral Agent hereby, without representation or warranty of any kind, terminates, releases, and discharges its security interest in and to the Released Trademarks arising under the Collateral Agreement and the Trademark Security Agreement, and, without representation or warranty of any kind, reassigns to the Companies all right, title and interest that the Notes Collateral Agent may have under the Collateral Agreement and the Trademark Security Agreement in and to the Released Trademarks. This Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Collateral Agreement and the Trademark Security Agreement. The Notes Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Notes Collateral Agent under the Collateral Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Notes Collateral Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

SECTION 3. <u>Purpose</u>. This Release has been executed and delivered by the Notes Collateral Agent for the purpose of recording the partial release of security interest herein with the USPTO. The Collateral Agreement and the Trademark Security Agreement (and all rights and remedies of the Notes Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Choice of Law</u>. 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.

SECTION 5. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

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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: Christopher Spinelli

Title:

Vice President

# **SCHEDULE A**

# Trademarks Owned by RCHP - Wilmington, LLC

# US. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
CMH REGIONAL HEALTH SYSTEM	75430701 09-FEB-1998	2236711 06-APR-1999
Design Only	77565718 09-SEP-2008	3605855 14-APR-2009
THE COMPASSION TO COMFORT THE TECHNOLOGY TO HEAL.	77565719 09-SEP-2008	3605856 14-APR-2009
FOSTER J. BOYD MD REGIONAL CANCER CENTER	77565715 09-SEP-2008	3638235 16-JUN-2009

US. Trademark Applications

None.

TRADEMARK
REEL: 007519 FRAME: 0124

# Trademarks Owned by Community Hospital of Andalusia, LLC

# US. Trademark Registrations

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

US. Trademark Applications

None.

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TRADEMARK REEL: 007519 FRAME: 0125