

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM736941

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Interest Agent Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JEFFERIES FINANCE LLC - As Resigning Agent		06/06/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UMB BANK, NATIONAL ASSOCIATION - Successor Agent		
<b>Street Address:</b>	Attn: Gavin Wilkinson 120 South Sixth Street, Suite 1400		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Bank: MISSOURI		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3710989	METROSOUTH MEDICAL CENTER	
<b>Registration Number:</b>	5312530	HEALTH RECORD HOME	
<b>Registration Number:</b>	5822042	Q QUORUM   HEALTH CORPORATION	
<b>Registration Number:</b>	5183348	QHC	
<b>Registration Number:</b>	5256975	QUORUM	
<b>Registration Number:</b>	5104405	QUORUM HEALTH	
<b>Registration Number:</b>	4949455	CREATING A SUSTAINABLE FUTURE FOR HEALTH	
<b>Registration Number:</b>	5170642	Q QUORUM HEALTH RESOURCES	
<b>Registration Number:</b>	5078827	Q QUORUM HEALTH RESOURCES	
<b>Registration Number:</b>	4666205	QHCC PARTNERS	
<b>Registration Number:</b>	3074195	QHR	
<b>Registration Number:</b>	5211580	QUORUM PURCHASING ADVANTAGE	
<b>Registration Number:</b>	4954180	VANTAGE	
<b>Serial Number:</b>	88813693	QHR HEALTH	
<b>Serial Number:</b>	88813433	QHR HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028576395		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 3710989

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

**Phone:** 202-857-6000  
**Email:** tmdocket@arentfox.com  
**Correspondent Name:** Diana S. Bae, Esq.  
**Address Line 1:** ArentFox Schiff LLP - 1717 K Street NW  
**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	041869.00003
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<b>NAME OF SUBMITTER:</b>	Diana S. Bae
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<b>SIGNATURE:</b>	/diana s. bae/
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<b>DATE SIGNED:</b>	06/24/2022
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**Total Attachments: 6**

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**TRADEMARK SECURITY INTEREST AGENT AGREEMENT**

This **TRADEMARK SECURITY INTEREST AGENT AGREEMENT** (this "Agreement") is entered into as of June 6, 2022, by and between **JEFFERIES FINANCE LLC**, in its capacity as the resigning administrative agent and as the resigning collateral agent ("Resigning Agent") and **UMB BANK, NATIONAL ASSOCIATION**, in its prospective capacity as the successor administrative agent and as the successor collateral agent ("Successor Agent").

**WHEREAS**, Resigning Agent is a party to that certain Trademark Security Agreement entered into as of July 7, 2020 with the Grantors (as that term is defined in the Trademark Security Agreement), and such Trademark Security Agreement is recorded at Reel/Frame: 006991/0941;

**WHEREAS**, pursuant to the Trademark Security Agreement, Resigning Agent was granted, for the benefit of the Secured Parties (as that term is defined in that certain Guarantee and Collateral Agreement dated July 7, 2020), a security interest in, and lien on, the Grantors' Trademark Collateral (as that term is defined in the Trademark Security Agreement), including the trademarks listed on Schedule A attached hereto;

**WHEREAS**, pursuant to that certain Resignation, Appointment and Acceptance Agreement dated of even date herewith (the "Succession Agreement"), Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

**WHEREAS**, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

**IN CONSIDERATION** of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

**Assignment**

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent, effective as of the Effective Date (as that term is defined in the Succession Agreement), all of the rights, benefits, authority, powers and duties of Resigning Agent under the Trademark Security Agreement (other than those rights that expressly survive the resignation pursuant to the Credit Agreement (as that term is defined in the Succession Agreement)), including Resigning Agent's security interest in the Grantor's Trademark Collateral.

(b) Effective as of the Effective Date, Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original collateral agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent (other than those rights and benefits that expressly survive the resignation pursuant to the Credit Agreement) under the Trademark Security Agreement shall be terminated.

(c) The Resigning Agent further agrees, at the Borrower's (as that term is defined in the Succession Agreement) request, to (i) execute all documents as may be reasonably

requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Trademark Security Agreement to the Successor Agent; and (ii) execute and deliver to Successor Agent or Borrower such additional documents and shall provide such additional information as Successor Agent or Borrower may reasonably request to carry out the terms of this Agreement.

**Miscellaneous**

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

**JEFFERIES FINANCE LLC,**  
in its capacity as the Resigning Agent

By: Paul Chisholm  
Name: Paul Chisholm  
Title: Managing Director

UMB BANK, NATIONAL ASSOCIATION,  
in its capacity as the Successor Agent

By: 

Name: \_\_\_\_\_

Gavin Wilkinson

Title: \_\_\_\_\_

Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY INTEREST AGENT AGREEMENT]