

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHS Washington Holdings, LLC		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MultiCare Health System		
Street Address:	315 Martin Luther King, Jr. Way		
Internal Address:	Mailstop 315 -03-CEO		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98403		
Entity Type:	Non-Profit Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1787250	ROCKWOOD CLINIC	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	5096245265		
Email:	cgv@witherspoonkelley.com		
Correspondent Name:	Christopher G Varallo		
Address Line 1:	422 W. Riverside Suite 1100		
Address Line 4:	Spokane, WASHINGTON 99201		
NAME OF SUBMITTER:	Christopher G Varallo		
SIGNATURE:	/Christopher G Varallo/		
DATE SIGNED:	11/04/2022		
Total Attachments: 10			
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**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT
BY AND AMONG
CHS WASHINGTON HOLDINGS, LLC
AND
CHS/COMMUNITY HEALTH SYSTEMS, INC.
AND
MULTICARE HEALTH SYSTEM**

June 30, 2017

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**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT**

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of June 30, 2017, by and among **CHS WASHINGTON HOLDINGS, LLC**, a Delaware limited liability company ("Seller"), **CHS/COMMUNITY HEALTH SYSTEMS, INC.**, a Delaware corporation ("CHS"), and **MULTICARE HEALTH SYSTEM**, a Washington not-for-profit corporation ("Buyer" or "MHS").

RECITALS:

A. Seller owns or controls, directly or indirectly, the organizations listed on Exhibit A attached hereto (each a "Seller Entity" and together the "Seller Entities"). Seller also serves as the sole Class B Member of Rockwood Clinic, P.S. (the "Clinic") and, in that capacity, holds certain specified rights set forth in the Clinic's articles of incorporation and bylaws, as amended to date.

B. Buyer owns or controls, directly or indirectly, the organizations listed on Exhibit B attached hereto (each a "Buyer Entity" and together the "Buyer Entities").

C. The Seller Entities directly or indirectly own and operate or lease and operate each of the hospitals set forth on Exhibit C-1 attached hereto (each a "Hospital" and together the "Hospitals"). The Clinic owns and operates or leases and operates each of the clinical care sites set forth on Exhibit C-2 attached hereto (each a "Clinic Site" and together the "Clinic Sites").

D. Seller desires to cause the Seller Entities to sell to the Buyer Entities and Buyer desires to cause the Buyer Entities to purchase substantially all of the assets of the Seller Entities that are directly or indirectly related to, necessary for, or used in connection with, the operation of the Hospitals, together with certain related businesses including medical office buildings, outpatient care facilities, and ancillary services (collectively with the Hospitals, the "Facilities"), on the terms and conditions set forth in this Agreement. Seller further desires to sell to Buyer and Buyer desires to purchase the rights and interests of Seller as the Class B Member of the Clinic on the terms and conditions set forth in this Agreement (with the activities and operations associated with the Assets, Facilities and the Clinic Sites collectively referred to herein as the "Business").

E. CHS is a party to this Agreement solely for purposes of (i) causing the forgiveness of outstanding indebtedness owed by the Clinic as provided in Section 1.5 below, (ii) undertaking the commitments set forth in Article 9 below, and (iii) otherwise guaranteeing the obligations of Seller as set forth herein.

F. MHS is a party to this Agreement solely for purposes of guaranteeing the obligations of Buyer as set forth herein.

G. On November 17, 2016, the parties entered into an Asset Purchase Agreement (the "Initial Agreement") relating to the purchase and sale of the assets relating to the Facilities. Since Buyer has indicated that it has concerns with the operating performance and capital expenditures of the Facilities since the date of the Initial Agreement, the parties have agreed to

amend and restate the Initial Agreement to make certain changes to the terms and conditions of the proposed transaction. This Agreement amends and restates in its entirety the Initial Agreement. All references in this Agreement to “the date of this Agreement” shall be to November 17, 2016, which is the date of the Initial Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements, covenants, representations, and warranties hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereto agree as follows:

1. PURCHASE OF ASSETS AND CLINIC MEMBERSHIP.

1.1 Assets. Subject to the terms and conditions of this Agreement, as of the Closing (as defined in Section 2.1 hereof), Seller agrees to cause the Seller Entities to sell, convey, transfer, assign and deliver to the Buyer Entities, and Buyer agrees to cause the Buyer Entities to purchase, all of the assets owned or used by the Seller Entities in connection with the operation of the Facilities, other than the Excluded Assets (hereinafter defined), which assets shall include, without limitation, the following (the “Assets”):

(a) fee simple title to the real property described on Schedule 1.1(a) hereto, together with all improvements, any construction in progress, any other buildings and fixtures thereon, and all rights, privileges and easements appurtenant thereto (collectively, the “Owned Real Property”), and leasehold title to the real property that is leased by the Seller Entities and described on Schedule 1.1(a) (collectively, the “Leased Real Property”) (the Owned Real Property and the Leased Real Property are collectively referred to herein as the “Real Property”);

(b) all tangible personal property, including, without limitation, all major, minor or other equipment, vehicles, furniture and furnishings of the Seller Entities;

(c) all supplies and inventory used or held for use in respect of the Facilities;

(d) assumable deposits and prepaid expenses that have continuing value to the Buyer Entities;

(e) all claims of the Seller Entities against third parties to the extent such claims relate to the condition of the Assets and, to the extent assignable, all warranties (express or implied) and rights and claims assertable by (but not against) the Seller Entities related to the Assets;

(f) to the extent legally transferable, all right, title and interest in the financial, patient, medical staff and personnel records relating to the Facilities (including, without limitation, all accounts receivable records, equipment records, medical administrative libraries, medical records, patient billing records, documents, catalogs, books, records, files, operating policies and procedures, manuals and personnel records;

(g) all rights and interests in the contracts, commitments, leases, licenses and agreements listed on Schedule 1.1(g) hereto (“Material Contracts”) and all Immaterial Contracts of the Seller Entities (hereinafter defined) (the contracts being assigned, including the Material Contracts and the Immaterial Contracts, are referred to collectively herein as the “Contracts”);

(h) the Seller Entities' Medicare and Medicaid provider numbers and all rights under the corresponding Medicare and Medicaid provider agreements, to the extent transferable;

(i) all licenses and permits, to the extent legally assignable, held by the Seller Entities relating to the ownership, development, and operation of the Facilities (including, without limitation, any pending or approved governmental approvals);

(j) all intellectual property, goodwill associated therewith, licenses and sublicenses granted in respect thereto and rights thereunder, remedies against infringements thereof and rights to protection of interests therein;

(k) except as provided in Schedule 1.2, all trade names, trademarks, and service marks of the Facilities;

(l) all goodwill associated with the Facilities and the Assets;

(m) all rights and interests of the Seller Entities in any Partial Subsidiaries;

(n) all accounts receivable (other than receivables from governmental third-party payors which by law may not be assigned) arising from the rendering of services to patients of the Facilities, billed and unbilled, recorded or unrecorded, with collection agencies or otherwise, accrued and existing in respect of services rendered prior to the Effective Time;

(o) all rights to receive funds attributable to patient receivables related to Medicare, Medicaid and other third-party patient claims due from beneficiaries or governmental third-party payors arising from the rendering of services to patients at the Facilities, billed and unbilled, recorded or unrecorded, accrued and existing in respect to services rendered prior to the Effective Time which by law may not be assigned (excluding settlement accounts relating to Sections 1.2(b) and 1.4(e)); and

(p) all other property of every kind, character or description owned, leased or licensed by the Seller Entities and used or held for use in the business of the Facilities or the Assets.


1.2 Excluded Assets. Those assets of the Seller Entities described below, together with any assets described on Schedule 1.2 hereto, shall be retained by the Seller Entities (collectively, the “Excluded Assets”) and shall not be conveyed to the Buyer Entities:

(a) cash, cash equivalents and marketable securities;


(b) all amounts payable to the Seller Entities in respect of third party payors pursuant to retrospective settlements (including, without limitation, pursuant to Medicare, Medicaid and CHAMPUS/TRICARE cost reports filed or to be filed by the Seller Entities for

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date first above written.

CHS WASHINGTON HOLDINGS, LLC.

By: 
Title: Terry H. Hendon
 ("Seller") Vice President

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: 
Title: Terry H. Hendon
 ("CHS") Vice President

MULTICARE HEALTH SYSTEM

By: _____
Title: _____
 ("MHS")

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date first above written.

CHS WASHINGTON HOLDINGS, LLC.

By: _____

Title: _____
("Seller")

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: _____

Title: _____
("CHS")

MULTICARE HEALTH SYSTEM

By: William S. H.

Title: President & CEO
("MHS")

[Signature Page to Amended and Restated Asset Purchase Agreement]

**Schedule 3.27
Intellectual Property**

Federally Registered Trademark	Status, SN, RN, Date	Owner of record	Next action
ROCKWOOD CLINIC Cl. 42 - Professional medical physician services	Registered 1,787,250 08/10/1993 Filed: 12.16/1992 S.N. 74-342,554	CHS Washington Holdings, LLC (DE LLC) 4000 Meridian Blvd., Franklin, TN 37067 (by assignment recorded 3/5/12 Reel/Frame 4730/0847)	2 nd Renewal due between 8/10/2022 and 8/10/2023
ROCKWOOD HEALTH SYSTEM Cl. 44 – Health services, namely, provision of medical services including primary care and specialty medicine physician practices, ambulatory surgery centers, urgent care facilities, outpatient physical therapy centers and outpatient imaging, such services being provided as a fully integrated healthcare delivery system	Registered 4,212,886 09/25/2012 Filed: 11/2/2011 S.N. 85462774	CHS Washington Holdings, LLC (DE LLC) 4000 Meridian Blvd., Franklin, TN 37067	Decl. 8 & 15 due between 09/25/2017 and 09/25/2018

The following trade names are filed with the State of Washington:

Spokane Washington Hospital Company, LLC:

Deaconess Hospital; Deaconess Hospital Outpatient Cardiology; Deaconess North Emergency Center

Spokane Valley Washington Hospital Company, LLC:

Valley Hospital

Rockwood Clinic, P.S.:

Cheney Medical Center; Medical Lake Family Practice; North Rockwood Physical Therapy; Rockwood Airway Heights Clinic; Rockwood Argonne Urgent Center; Rockwood Behavioral Health; Rockwood Behavioral Health Center; Rockwood Breast Health Center; Rockwood Cancer Treatment Center; Rockwood Clinic; Rockwood Clinic Ambulatory Surgery Center; Rockwood Clinic Cardiology; Rockwood Clinic Cheney Physical Therapy; Rockwood Clinic Contact Center; Rockwood Clinic Cosmetic/Reconstructive Surgery; Rockwood Clinic Dermatology; Rockwood Clinic Eye Center; Rockwood Clinic Gastroenterology; Rockwood Clinic Gateway 5; Rockwood Clinic Information Services; Rockwood Clinic Insurance Office; Rockwood Clinic Moran Prairie; Rockwood Clinic Nephrology; Rockwood Clinic Nephrology

North; Rockwood Clinic North Physical Therapy; Rockwood Clinic North/Urgent Care; Rockwood Clinic Obstetrics & Gynecology; Rockwood Clinic Physical Therapy; Rockwood Clinic Research; Rockwood Clinic South; Rockwood Clinic Urology Center; Rockwood Clinic Valley GI; Rockwood Clinic Valley Kidney & Hypertension; Rockwood Clinic Valley Surgery; Rockwood Deer Park Clinic; Rockwood Downtown Family Medicine Center; Rockwood Epilepsy and Stroke Center; Rockwood Eye Center; Rockwood Family Medicine Center; Rockwood Gynecology Center; Rockwood Health Information Management – Tech Services; Rockwood Heart and Vascular Center; Rockwood Inland Cardiology Associates; Rockwood Inland Eye Center; Rockwood Inland Eye Center Colfax; Rockwood Liberty Lake Clinic; Rockwood Liberty Lake Urgent Care Center; Rockwood Medical Lake Clinic; Rockwood Medicare Clinic North; Rockwood Neurosurgery and Spine Center; Rockwood Northpointe Clinic; Rockwood OB/GYN Center;; Rockwood Pulmonary Critical Care Downtown; Rockwood Pulmonary Critical Care Vercler; Rockwood Quail Run Clinic; Rockwood South Hill Urgent Care Center; Rockwood Valley Heart and Vascular Center; Rockwood Valley Specialty Center; Rockwood Vercler Clinic; Valley Rockwood Clinic/Urgent Care; Valley Rockwood Physical Therapy; Rockwood Clinic Integrated Sports Medicine; Rockwood Clinic Neurosciences; Rockwood Clinic Community Clinic; Rockwood Clinic Urgent Care; Rockwood Clinic Orthopedics & Podiatry; Rockwood Clinic Chiropractor; Rockwood Clinic Sports Performance; Rockwood Clinic North Country Homes Clinic; Rockwood Clinic Surgery

WA-Spok Kidney Care, LLC:
Kidney Care Spokane

WA-Spok Pulmonary & Critical Care, LLC:
Spokane Pulmonary and Critical Care Specialists

WA-Spok Primary Care, LLC:
East Central Community Organization (ECCO) Primary Care Clinic; Deaconess Women’s Clinic; Center for Perinatal Health, Women’s Primary Care Spokane; Advanced Care Internal Medicine; Pediatric Surgery Center

WA-Spok Medical Care, LLC:
DMC Behavioral Health; DMC Movement Disorder Clinic; DMC Palliative Care; Medical Care–Spokane; Spokane Regional Neuroscience Center; Cardiovascular & Thoracic Surgeons of WA

WA-Spok DH Urgent Care, LLC:
FirstCare

Domain Names:

DomainName	Where you Land	Comments
DEACONESS-SPOKANE.ORG	Deaconess Home Page	
DEACONESSMC.COM	Deaconess Home Page	
DEACONESSMC.ORG	Deaconess Home Page	
DEACONESSMEDICAL.COM	Unknown Site	Reserved but not in use
DEACONESSMEDICAL.ORG	Unknown Site	Reserved but not in use

DEACONESSMEDICALCENTER.COM	Deaconess Home Page	
DEACONESSMEDICALCENTER.ORG	Deaconess Home Page	
DEACONESSRESIDENCY.COM	Go Daddy	Reserved but not in use
DEACONESSRESIDENCY.ORG	Go Daddy	Reserved but not in use
DEACVALPACS.ORG	Not Secure	Reserved but not in use
EHSBACKOFFICE.ORG	Bad Request	Reserved but not in use
EHSBOARDOFFICE.ORG	Bad Request	Reserved but not in use
EHSHELP.ORG	Deaconess Intranet	
EHSIDEA.ORG	Go Daddy	Reserved but not in use
EHSPACS.ORG	Can't Be Reached	Reserved but not in use
EMPIREHEALTH.ORG	Can't Be Reached	Reserved but not in use
RWCRAD.COM	Authentication Required	Reserved but not in use
SPOKANEVALLEYHOSPITAL.COM	Valley Home Page	
SPOKANEVALLEYHOSPITAL.ORG	Oxyon, Inc.	Reserved but not in use
VALLEYHOSPITAL.ORG	Can't Be Reached	Reserved but not in use
		IT believes that CHS Marketing owns this domain as it is not owned locally. We are confirming.
DEACONESSSPOKANE.COM	Deaconess Home Page	
		IT believes that CHS Marketing owns this domain as it is not owned locally. We are confirming.
ROCKWOODCLINIC.COM	Rockwood Clinic Home Page	
		IT believes that CHS Marketing owns this domain as it is not owned locally. We are confirming.
ROCKWOODHEALTHSYSTEM.COM	Rockwood Health System Home Page	
		IT believes that CHS Marketing owns this domain as it is not owned locally. We are confirming.
ROCKWOODERCARE.COM	ER Directions to DEAC, Valley, FSED	