

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccessPoint, LLC		03/27/2023	Limited Liability Company: DELAWARE
AdvantagePoint Health Alliance, LLC		03/27/2023	Limited Liability Company: DELAWARE
Centerre Healthcare, LLC		03/27/2023	Limited Liability Company: DELAWARE
Danville Regional Medical Center, LLC		03/27/2023	Limited Liability Company: DELAWARE
PHC-Las Cruces, Inc.		03/27/2023	Corporation: NEW MEXICO
RCHP - Florence, LLC		03/27/2023	Limited Liability Company: DELAWARE
RCHP-Ottumwa, LLC		03/27/2023	Limited Liability Company: DELAWARE
Sumner Regional Medical Center, LLC		03/27/2023	Limited Liability Company: DELAWARE
Willamette Valley Medical Center, LLC		03/27/2023	Limited Liability Company: DELAWARE
Capella Healthcare, LLC		03/27/2023	Limited Liability Company: DELAWARE
LifePoint Knight Contract Services, LLC		03/27/2023	Limited Liability Company: DELAWARE
LifePoint Health, Inc.		03/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	2 Bethesda Metro Center, 7th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	national banking association: MARYLAND		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	5577931	AP ACCESSPOINT	
Registration Number:	5162848	ADVANTAGEPOINT	
900761286		TRADEMARK	
		REEL: 008019 FRAME: 0034	

OP \$1315.00 5577931

Property Type	Number	Word Mark
Registration Number:	5162850	ADVANTAGEPOINT HEALTH ALLIANCE
Registration Number:	5162849	
Registration Number:	3179810	CAPELLA HEALTHCARE
Registration Number:	2730808	CENTERRE
Registration Number:	5047085	
Registration Number:	5425192	SOVAH
Registration Number:	5425193	SOVAH HEALTH
Registration Number:	6329615	ACCESSPOINT
Registration Number:	6274271	
Registration Number:	5612977	
Registration Number:	5966766	EASYADMIT
Registration Number:	6336470	GREAT CARE LIVES HERE
Registration Number:	5482037	HEALTHYHUB
Registration Number:	3760856	LIFEPOINT
Registration Number:	3802200	LIFEPOINT
Registration Number:	4924290	LIFEPOINT HEALTH
Registration Number:	4924289	LIFEPOINT HEALTH
Registration Number:	4924293	LIFEPOINT HEALTH
Registration Number:	4924292	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
Registration Number:	3362916	MAKING COMMUNITIES HEALTHIER
Registration Number:	5079811	RCCH HEALTHCARE PARTNERS
Registration Number:	5053450	REGIONAL CARE
Registration Number:	6197044	HOPE CONQUERS
Registration Number:	5101405	KINDRED HOSPITAL REHABILITATION SERVICES
Registration Number:	5138343	KINDRED REHABILITATION SERVICES
Registration Number:	6487404	ONSPOTCAST
Registration Number:	6495047	ONSPOTCAST PRESENTED BY KINDRED HEALTHCA
Registration Number:	6069650	REHABRELAY
Registration Number:	5893385	REHABTRACKER
Serial Number:	88869262	SPOTON
Registration Number:	6640634	WELLCOME CHECK
Registration Number:	5492698	ZONTAGO
Registration Number:	3190754	M
Registration Number:	4918576	TRIOS HEALTH

Property Type	Number	Word Mark
Registration Number:	5740644	NORTH ALABAMA MEDICAL CENTER
Registration Number:	5053585	SHOALS HOSPITAL
Registration Number:	5053586	SHOALS HOSPITAL
Registration Number:	5173053	EASY CARE WALK-IN CLINIC
Registration Number:	5210726	EASYCARE
Registration Number:	5173052	EASY CARE WALK-IN CLINIC
Registration Number:	3464283	MC
Registration Number:	3259641	MCCREERY CANCER CENTER
Registration Number:	4967827	O OTTUMWA REGIONAL HEALTH CENTER
Registration Number:	3195992	SUMNER REGIONAL
Registration Number:	3314962	WILLAMETTE VALLEY CANCER FOUNDATION
Registration Number:	3361682	WILLAMETTE VALLEY MEDICAL CENTER

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 4044205527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Douglas A. Nail
SIGNATURE:	/DAN/
DATE SIGNED:	03/28/2023

Total Attachments: 9
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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 27, 2023 (this “*Notice*”), made by the undersigned (each, a “*Pledgor*”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Springstone), dated as of March 27, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among, LIFEPOINT HEALTH, INC. (the “*Lead Guarantor*”), each Subsidiary of the Borrower from time to time party thereto (each, a “*Subsidiary Loan Party*”) and CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association, as collateral agent (together with its successors and assigns in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as applicable, in full of the Guarantee Agreement Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN

ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK,
WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE
APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

ACCESSPOINT, LLC
ADVANTAGEPOINT HEALTH ALLIANCE, LLC
CENTERRE HEALTHCARE, LLC
DANVILLE REGIONAL MEDICAL CENTER, LLC
PHC-LAS CRUCES, INC
RCHP-FLORENCE, LLC
RCHP-OTTUMWA, LLC
SUMNER REGIONAL MEDICAL CENTER, LLC
WILLAMETTE VALLEY MEDICAL CENTER, LLC

DocuSigned by:
Christopher J Monte
By: _____
3BFC8188B7424E0...
Name: Chris Monte
Title: Vice President

CAPELLA HEALTHCARE, LLC
LIFEPOINT KNIGHT CONTRACT SERVICES, LLC

DocuSigned by:
Christopher J Monte
By: _____
3BFC8188B7424E0...
Name: Chris Monte
Title: Vice President

LIFEPOINT HEALTH, INC.

DocuSigned by:
Christopher J Monte
By: _____
3BFC8188B7424E0...
Name: Chris Monte
Title: Vice President

CAPITAL ONE, NATIONAL ASSOCIATION,
as Collateral Agent,



By: *Verleria King-Jones*
Name: Verleria King-Jones
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Trademarks (Springstone)

Trademarks Owned




U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner
AP ACCESSPOINT 	86891879 29-JAN-2016	5577931 09-OCT-2018	Accesspoint, LLC
ADVANTAGEPOINT	87024882 04-MAY-2016	5162848 14-MAR-2017	Advantagepoint Health Alliance, LLC
ADVANTAGEPOINT HEALTH ALLIANCE 	87024892 04-MAY-2016	5162850 14-MAR-2017	Advantagepoint Health Alliance, LLC
<i>Design Only</i> 	87024888 04-MAY-2016	5162849 14-MAR-2017	Advantagepoint Health Alliance, LLC
CAPELLA HEALTHCARE	78656426 22-JUN-2005	3179810 05-DEC-2006	Capella Healthcare, LLC
CENTERRE	78106653 04-FEB-2002	2730808 24-JUN-2003	Centerre Healthcare, LLC
<i>Design Only</i> 	86864549 04-JAN-2016	5047085 20-SEP-2016	Danville Regional Medical Center, LLC
SOVAH	87480147 08-JUN-2017	5425192 13-MAR-2018	Danville Regional Medical Center, LLC
SOVAH HEALTH 	87480152 08-JUN-2017	5425193 13-MAR-2018	Danville Regional Medical Center, LLC

ACCESSPOINT	88579766 15-AUG-2019	6329615 20-APR-2021	Lifepoint Health, Inc.
<i>Design Only</i> 	88903122 06-MAY-2020	6274271 16-FEB-2021	Lifepoint Health, Inc.
<i>Design Only</i> 	87549112 31-JUL-2017	5612977 20-NOV-2018	Lifepoint Health, Inc.
EASYADMIT	88511274 12-JUL-2019	5966766 21-JAN-2020	Lifepoint Health, Inc.
GREAT CARE LIVES HERE	88841941 20-MAR-2020	6336470 27-APR-2021	Lifepoint Health, Inc.
HEALTHYHUB	87326484 07-FEB-2017	5482037 29-MAY-2018	Lifepoint Health, Inc.
LIFEPOINT	77793279 30-JUL-2009	3760856 16-MAR-2010	Lifepoint Health, Inc.
LIFEPOINT	77793284 30-JUL-2009	3802200 15-JUN-2010	Lifepoint Health, Inc.
LIFEPOINT HEALTH	86599463 16-APR-2015	4924290 22-MAR-2016	Lifepoint Health, Inc.
LIFEPOINT HEALTH	86599455 16-APR-2015	4924289 22-MAR-2016	Lifepoint Health, Inc.
LIFEPOINT HEALTH LIFE POINT HEALTH	86599680 16-APR-2015	4924293 22-MAR-2016	Lifepoint Health, Inc.
LIFEPOINT HEALTH LIFE POINT HEALTH	86599676 16-APR-2015	4924292 22-MAR-2016	Lifepoint Health, Inc.
LIFEPOINT HEALTH MAKING COMMUNITIES HEALTHIER LIFE POINT HEALTH <small>MAKING COMMUNITIES HEALTHIER</small>	86599792 16-APR-2015	4924294 22-MAR-2016	Lifepoint Health, Inc.

LIFEPOINT HEALTH MAKING COMMUNITIES HEALTHIER 	86599797 16-APR-2015	4924295 22-MAR-2016	Lifepoint Health, Inc.
LIFEPOINT HOSPITALS	75602903 10-DEC-1998	2472025 24-JUL-2001	Lifepoint Health, Inc.
LIFEPOINT HOSPITALS	75603295 10-DEC-1998	2472026 24-JUL-2001	Lifepoint Health, Inc.
MAKING COMMUNITIES HEALTHIER	77008546 27-SEP-2006	3362916 01-JAN-2008	Lifepoint Health, Inc.
RCCH HEALTHCARE PARTNERS	86946555 20-MAR-2016	5079811 08-NOV-2016	Lifepoint Health, Inc.
REGIONAL CARE 	86895681 03-FEB-2016	5053450 04-OCT-2016	Lifepoint Health, Inc.
HOPE CONQUERS	88804184 20-FEB-2020	6197044 10-NOV-2020	Lifepoint Knight Contract Services LLC
KINDRED HOSPITAL REHABILITATION SERVICES	86726516 17-AUG-2015	5101405 13-DEC-2016	Lifepoint Knight Contract Services LLC
KINDRED REHABILITATION SERVICES	86726514 17-AUG-2015	5138343 07-FEB-2017	Lifepoint Knight Contract Services LLC
ONSPOTCAST	88924992 20-MAY-2020	6487404 14-SEP-2021	Lifepoint Knight Contract Services LLC
ONSPOTCAST PRESENTED BY KINDRED HEALTHCARE 	90230418 01-OCT-2020	6495047 21-SEP-2021	Lifepoint Knight Contract Services LLC
REHABRELAY	86932849 08-MAR-2016	6069650 02-JUN-2020	Lifepoint Knight Contract Services LLC

REHABTRACKER	88082536 17-AUG-2018	5893385 22-OCT-2019	Lifepoint Contract LLC	Knight Services
SPOTON	88869262 13-APR-2020	---	Lifepoint Contract LLC	Knight Services
WELLCOME CHECK	90230454 01-OCT-2020	6640634 08-FEB-2022	Lifepoint Contract LLC	Knight Services
ZONTAGO	86955536 28-MAR-2016	5492698 12-JUN-2018	Lifepoint Contract LLC	Knight Services
M 	76653695 19-JAN-2006	3190754 02-JAN-2007	PHC-Las Inc.	Cruces,
TRIOS HEALTH	86065372 16-SEP-2013	4918576 15-MAR-2016	RCCH Trios Health, LLC	
NORTH ALABAMA MEDICAL CENTER 	87612061 18-SEP-2017	5740644 30-APR-2019	RCCH-Florence, LLC	
SHOALS HOSPITAL 	86907646 15-FEB-2016	5053585 04-OCT-2016	RCCH-Florence, LLC	
SHOALS HOSPITAL	86907682 15-FEB-2016	5053586 04-OCT-2016	RCCH-Florence, LLC	
EASY CARE WALK-IN CLINIC 	87025079 04-MAY-2016	5173053 28-MAR-2017	RCCH-Ottumwa, LLC	
EASYCARE	87009856 21-APR-2016	5210726 23-MAY-2017	RCCH-Ottumwa, LLC	

EASYCARE WALK-IN CLINIC 	87025072 04-MAY-2016	5173052 28-MAR-2017	RCHP-Ottumwa, LLC
MC 	78856998 07-APR-2006	3464283 08-JUL-2008	RCHP-Ottumwa, LLC
MCCREERY CANCER CENTER	78856987 07-APR-2006	3259641 03-JUL-2007	RCHP-Ottumwa, LLC
O OTTUMWA REGIONAL HEALTH CENTER 	86708998 29-JUL-2015	4967827 31-MAY-2016	RCHP-Ottumwa, LLC
SUMNER REGIONAL	78680737 28-JUL-2005	3195992 09-JAN-2007	Sumner Regional Medical Center, LLC
WILLAMETTE VALLEY CANCER FOUNDATION	77152723 10-APR-2007	3314962 16-OCT-2007	Willamette Valley Medical Center, LLC
WILLAMETTE VALLEY MEDICAL CENTER	77152663 10-APR-2007	3361682 01-JAN-2008	Willamette Valley Medical Center, LLC

U.S. Trademark Applications

None.