

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Willamette Valley Medical Center, LLC		08/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Notes Collateral Agent		
Street Address:	99 Wood Avenue South		
Internal Address:	Suite 1000		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77152723	WILLAMETTE VALLEY CANCER FOUNDATION	
Serial Number:	77152663	WILLAMETTE VALLEY MEDICAL CENTER	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049133-0639		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	08/14/2023		
Total Attachments: 20			
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of August 14, 2023 (this “Agreement”), made by CAPELLA HEALTHCARE, LLC, a Delaware limited liability company, RCHP-FLORENCE, LLC, a Delaware limited liability company, RCHP-OTTUMWA, LLC, a Delaware limited liability company, LIFEPOINT HEALTH, INC., a Delaware corporation, WILLAMETTE VALLEY MEDICAL CENTER, LLC, a Delaware limited liability company, DANVILLE REGIONAL MEDICAL CENTER, LLC, a Delaware limited liability company, PHC-LAS CRUCES, INC., a New Mexico corporation, PROVIDENCE HOSPITAL, LLC, a Delaware limited liability company, SUMNER REGIONAL MEDICAL CENTER, LLC, a Delaware limited liability company, ADVANTAGEPOINT HEALTH ALLIANCE, LLC, a Delaware limited liability company, CENTERRE HEALTHCARE, LLC, a Delaware limited liability company, LIFEPOINT KNIGHT CONTRACT SERVICES, INC., a Delaware limited liability company, and RCCH TRIOS HEALTH, LLC, a Delaware limited liability company (each a “Pledgor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of August 14, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among LIFEPOINT HEALTH, INC. (the “Issuer”), and each subsidiary of the Issuer identified therein and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent (together with its successors and assigns in such capacity, the “Notes Collateral Agent”). The parties hereto agree as follows:

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

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a 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 “IP Collateral”):

(i) all Trademarks of the United States of America, 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 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 Sections 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 Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the IP 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement 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 Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Notes Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Notes Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Notes Collateral Agent pursuant to procedures approved by it.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT 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]

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent,

By:


Name: Latoya S Elvin
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008166 FRAME: 0594

Trademarks Owned by Capella Healthcare, LLC

U.S. Trademark Registrations



Trademark	App. No. App. Date	Reg. No. Reg. Date
CAPELLA HEALTHCARE	78656426 22-JUN-2005	3179810 5-DEC-2006

U.S. Trademark Applications

None.

Trademarks Owned by RCHP-Florence, LLC

U.S. Trademark Registrations


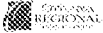


Trademark	App. No. App. Date	Reg. No. Reg. Date
 SHOALS HOSPITAL	86907646 15-FEB-2016	5053585 04-OCT-2016
SHOALS HOSPITAL	86907682 15-FEB-2016	5053586 04-OCT-2016
NORTH ALABAMA MEDICAL CENTER 	87612061 18-SEP-2017	5740644 30-APR-2019

U.S. Trademark Applications

None.

Trademarks Owned by RCHP-Ottumwa, LLC

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
MCCREERY CANCER CENTER	78856987 07-APR-2006	3259641 08-JUL-2008
MC 	78856998 07-APR-2006	3464283 08-JUL-2008
O OTTUMWA REGIONAL HEALTH CENTER 	86708998 29-JUL-2015	4967827 31-MAY-2016
EASYCARE WALK-IN CLINIC 	87025072 04-MAY-2016	5173052 23-MAY-2017
EASYCARE WALK-IN CLINIC 	87025079 04-MAY-2016	5173053 28-MAR-2017
EASYCARE	87009856 21-APR-2016	5210726 23-MAY-2017


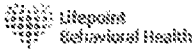
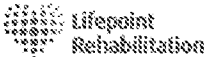

U.S. Trademark Applications

None.

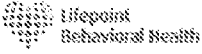
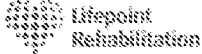

Trademarks Owned by LifePoint Health, Inc. (f/k/a RegionalCare Hospital Partners Holdings, Inc.)

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
HEALTHYHUB	87326484 07-FEB-2017	5482037 29-MAY-2018
LIFEPOINT	77793279 30-JUL-2009	3760856 16-MAR-2010
LIFEPOINT	77793284 30-JUL-2009	3802200 15-JUN-2010
LIFEPOINT HEALTH	86599455 16-APR-2015	4924289 22-MAR-2016
LIFEPOINT HEALTH	86599463 16-APR-2015	4924290 22-MAR-2016
LIFEPOINT HEALTH	86599676 16-APR-2015	4924292 22-MAR-2016
LIFEPOINT HEALTH	86599680 16-APR-2015	4924293 22-MAR-2016
LIFEPOINT HEALTH <small>MAKING COMMUNITIES HEALTHIER</small>	86599792 16-APR-2015	4924294 22-MAR-2016
LIFEPOINT HEALTH <small>MAKING COMMUNITIES HEALTHIER</small>	86599797 16-APR-2015	4924295 22-MAR-2016

Trademark	App. No. App. Date	Reg. No. Reg. Date
LIFEPOINT HOSPITALS	75602903 10-DEC-1998	2472025 24-JUL-2001
LIFEPOINT HOSPITALS	75603295 10-DEC-1998	2472026 24-JUL-2001
MAKING COMMUNITIES HEALTHIER	77008546 27-SEP-2006	3362916 01-JAN-2008
	87549112 31-JUL-2017	5612977 29-NOV-2018
EASYADMIT	88511274 12-JUL-2019	5966766 21-JAN-2020
LIFEPOINT BEHAVIORAL HEALTH 	97636936 18-OCT-2022	7134799 8-AUG-2023
LIFEPOINT REHABILITATION 	97636940 18-OCT-2022	7134800 8-AUG-2023
	88903122 6-MAY-2020	6274271 16-FEB-2021
GREAT CARE LIVES HERE	88841941 20-MAR-2020	6336470 27-APR-2021
ACCESSPOINT	88579766 15-AUG-2019	6329615 20-APR-2021

U.S. Trademark Applications

Trademark	App. No. App. Date
<p>LIFEPOINT BEHAVIORAL HEALTH</p> 	<p>97636950 18-OCT-2022</p>
<p>LIFEPOINT REHABILITATION</p> 	<p>97636948 18-OCT-2022</p>
	<p>97778155 2-FEB-2023</p>

Trademarks Owned by Willamette Valley Medical Center, LLC

U.S. Trademark Registrations



Trademark	App. No. App. Date	Reg. No. Reg. Date
WILLAMETTE VALLEY CANCER FOUNDATION	77152723 10-APR-2007	3314962 16-OCT-2007
WILLAMETTE VALLEY MEDICAL CENTER	77152663 10-APR-2007	3361682 1-JAN-2008

U.S. Trademark Applications

None.

Trademarks Owned by Danville Regional Medical Center, LLC

U.S. Trademark Registrations


Trademark	App. No. App. Date	Reg. No. Reg. Date
	86864549 04-JAN-2016	5047085 20-SEP-2016
SOVAH	87480147 08-JUN-2017	5425192 13-MAR-2018
	87480152 08-JUN-2017	5425193 13-MAR-2018

U.S. Trademark Applications

None.

Trademarks Owned by PHC-Las Cruces, Inc.

U.S. Trademark Registrations


Trademark	App. No. App. Date	Reg. No. Reg. Date
	76653695 19-JAN-2006	3190754 02-JAN-2007

U.S. Trademark Applications

None.

Trademarks Owned by Providence Hospital, LLC

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
	86837865 03-DEC-2015	5075006 01-NOV-2016

U.S. Trademark Applications

None.

Trademarks Owned by Sumner Regional Medical Center, LLC*U.S. Trademark Registrations*



Trademark	App. No. App. Date	Reg. No. Reg. Date
SUMNER REGIONAL	78680737 28-JUL-2005	3195992 09-JAN-2007

U.S. Trademark Applications

None.

Trademarks Owned by AdvantagePoint Health Alliance, LLC

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
	87024888 04-MAY-2016	5162849 14-MAR-2017
	87024892 04-MAY-2016	5162850 14-MAR-2017
ADVANTAGEPOINT	87024882 04-MAY-2016	5162848 14-MAR-2017

U.S. Trademark Applications

None.

Trademarks Owned by Centerre Healthcare, LLC*U.S. Trademark Registrations*


Trademark	App. No. App. Date	Reg. No. Reg. Date
CENTERRE	78106653 4-FEB-2002	2730808 24-JUN-2003

U.S. Trademark Applications

None.

Trademarks Owned by LifePoint Knight Contract Services, Inc.

U.S. Trademark Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date
HOPE CONQUERS	88804184 20-FEB-2020	197044 10-NOV-2020
KINDRED HOSPITAL REHABILITATION SERVICES	86726516 17-AUG-2015	5101405 13-DEC-2016
KINDRED REHABILITATION SERVICES	86726514 17-AUG-2015	5138343 7-FEB-2017
ONSPOTCAST	88924992 20-MAY-2020	6487404 14-SEP-2021
	90230418 1-OCT-2020	6495047 21-SEP-2021
REHABRELAY	86932849 8-MAR-2016	6069650 2-JUN-2020
REHABTRACKER	88082536 17-AUG-2018	5893385 22-OCT-2019
WELLCOME CHECK	90230454 1-OCT-2020	6640634 8-FEB-2022
ZONTAGO	86955536 28-MAR-2016	5492698 12-JUN-2018

U.S. Trademark Applications

Trademark	App. No. App. Date
SPOTON	88869262 13-APR-2020

Trademarks Owned by RCCH Trios Health, LLC*U.S. Trademark Registrations*

Trademark	App. No. App. Date	Reg. No. Reg. Date
TRIOS HEALTH	86065372 16-SEP-2013	4918576 15-MAR-2016

U.S. Trademark Applications

None.