

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc.		06/28/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Capella Healthcare, Inc.		
Street Address:	501 Corporate Centre Drive		
Internal Address:	Two Corporate Centre, Suite 200		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3179810	CAPELLA HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	(615)244-6804		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-850-8741		
Email:	matomlinson@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	019903.72018		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
Signature:	/Robert P. Felber, Jr./		

OP \$40.00 3179810

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**TRADEMARK
 REEL: 004239 FRAME: 0058**

Date:

07/09/2010

Total Attachments: 3

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "*Termination*"), dated as of April ___, 2010, by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*") and Citicorp North America, Inc. ("*CNAI*"), as collateral agent for the First Lien Secured Parties and the Second Lien Secured Parties (the "*Collateral Agent*").

WHEREAS, pursuant to the terms of a certain Security Agreement, dated as of February 29, 2008, between Grantors and CNAI, as Collateral Agent (the "*Security Agreement*"), Grantors and CNAI entered into that certain Trademark Security Agreement, dated as of February 29, 2008 (the "*Trademark Security Agreement*"), pursuant to which Grantors granted to CNAI, as Collateral Agent, a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement) to secure certain obligations of Grantors under the Credit Agreements (as defined in the Security Agreement); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 29, 2008, at Reel/Frame 003729/0211 and at Reel/Frame 003729/0598; and

WHEREAS, Grantors have fulfilled their obligations to Collateral Agent and have requested that Collateral Agent terminate the Trademark Security Agreement and release the security interest in and lien on the Trademarks of Grantors, and reassign all rights in the Trademark Collateral to Grantors;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreements or in the Security Agreement and used herein shall have the meaning given to them in the Credit Agreements or the Security Agreement, as appropriate.

2. Release. Collateral Agent hereby releases and forever terminates all liens and security interests in and to the Trademark Collateral and hereby assigns, conveys, grants and sets over, and releases to Grantors all of the Collateral Agent's right, title and interest, if any, in and to the Trademark Collateral, including, without limitation, the trademarks identified in Schedule A attached hereto.

3. Termination. The parties hereto do hereby cancel and terminate the Trademark Security Agreement, and all rights and obligations of the parties thereunder.

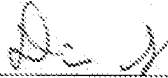
4. Further Assurances. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Termination.

5. Governing Law. This Termination shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have caused this Termination to be duly executed and delivered by a duly authorized officers as of the date set forth above.

COLLATERAL AGENT:

CITICORP NORTH AMERICA, INC.

By: 

Name: Dina Garthwaite

Title: Vice President

GRANTORS:

CAPELLA HEALTHCARE, INC.

By: _____

Name: _____

Title: _____

**WILLAMETTE VALLEY MEDICAL
CENTER, LLC.**

By: _____

Name: _____

Title: _____

SCHEDULE A
TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

1. Trademarks owned by Capella Healthcare, Inc.

Trademark	Registration No.	Registration Date
CAPELLA HEALTHCARE	3179810	December 5, 2006

2. Trademarks owned by Willamette Valley Medical Center, LLC

Trademark	Registration No.	Registration Date
WILLAMETTE VALLEY MEDICAL CENTER	3361682	January 1, 2008
COMMUNITY RADIOLOGY CENTER	3314963	October 27, 2007
MCMINNVILLE FIRST MED CLINIC	3400934	March 25, 2008
WILLAMETTE VALLEY CANCER CENTER	3361683	January 1, 2008
WILLAMETTE VALLEY CANCER FOUNDATION	3314962	October 16, 2007
SHERIDAN MEDICAL CENTER	Application No. 77154206	Abandoned on May 27, 2008
NORTHWEST PHYSICAL MEDICINE	3444763	June 20, 2008