

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789001

| | | | |
|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement (First Lien) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hot Springs National Park Hospital Holdings, LLC | | 02/22/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Citibank, N.A., as Collateral Agent | | |
| Street Address: | 388 Greenwich Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10013 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2297200 | N P M C | |
| Registration Number: | 1987274 | NPMC | |
| 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: | 2129061216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 1271 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10020 | | |
| ATTORNEY DOCKET NUMBER: | 049133-0394 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |
| SIGNATURE: | /s/Angela M. Amaru | | |
| DATE SIGNED: | 02/23/2023 | | |
| Total Attachments: 7 | | | |
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of February 22, 2023 (this “Agreement”), made by the grantors set forth on the signature page and Schedule I hereto (the “Pledgors”), in favor of CITIBANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of November 16, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among LIFEPOINT HEALTH, INC. (the “Borrower”), LEGACY LIFEPOINT HEALTH, LLC (the “Co-Borrower” and together with Borrower, the “Borrowers”), each Subsidiary of the Borrower listed on Schedule I thereto as a Subsidiary Loan Party and each Subsidiary of the Borrower that becomes a party thereto in such capacity (each, a “Subsidiary Loan Party”) and CITIBANK, N.A., as collateral agent for the Secured Parties referred to herein (together with its successors and assigns in such capacity, the “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 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, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant 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 “IP Collateral”):

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 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 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 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 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 and Electronic Signatures.* 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 PDF or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries 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, physical delivery thereof 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 state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

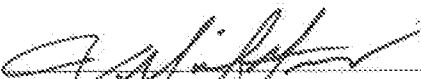
SECTION 5. *Governing Law.* THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH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

SECTION 6. *Concerning the Collateral Agent.* CITIBANK, N.A. is entering into this Agreement solely in its capacity as Collateral Agent under the Collateral Agreement and shall be entitled to all of the rights, privileges and immunities of the Collateral Agent set forth therein.

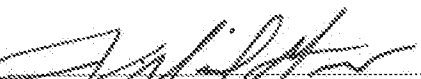
[Signature Pages Follow]

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

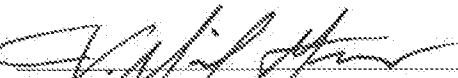
LIFEPOINT HEALTH, INC., a Delaware corporation

By: 
Name: J. Michael Grooms
Title: Senior Vice President and Chief Accounting Officer

ACCESSPOINT, LLC, a Delaware limited liability company
CENTERRE HEALTHCARE, LLC, a Delaware limited liability company
DLP PERSON URGENT CARE, LLC, a Delaware limited liability company
HOT SPRINGS NATIONAL PARK HOSPITAL HOLDINGS, LLC, a Delaware limited liability company
RCCH TRIOS HEALTH HOLDINGS, LLC, a Delaware limited liability company
RCHP - FLORENCE, LLC, a Delaware limited liability company

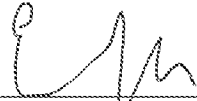
By: 
Name: J. Michael Grooms
Title: Senior Vice President and Treasurer

LIFEPOINT KNIGHT CONTRACT SERVICES, LLC, a Delaware limited liability company

By: 
Name: J. Michael Grooms
Title: President

[Signature Page to Trademark Security Agreement (TL)]

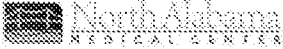



CITIBANK, N.A.,
as Collateral Agent,

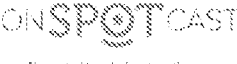
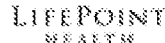
By: 
Name: Eugene Yermash
Title: Vice President





[Signature Page to Trademark Security Agreement (TL)]

Schedule I
to Trademark Security Agreement

U.S. TRADEMARKS

| Trademark | Status | Application Number Application Date | Registration Number Registration Date | Owner |
|--|---------------|--|--|--|
| TRIOS HEALTH | Registered | 86065372 9/16/2013 | 4918576 3/15/2016 | RCCH Trios Health, LLC |
| NORTH ALABAMA MEDICAL CENTER and design  | Registered | 87612061 9/18/2017 | 5740644 4/30/2019 | RCHP-Florence, LLC |
| GREAT CARE LIVES HERE | Registered | 88841941 3/20/2020 | 6336470 4/27/2021 | Lifepoint Health, Inc. |
| ACCESSPOINT | Registered | 88579766 8/15/2019 | 6329615 4/20/2021 | Lifepoint Health, Inc. |
| EASYADMIT | Registered | 88511274 7/12/2019 | 5966766 1/21/2020 | Lifepoint Health, Inc. |
| Design Only  | Registered | 88903122 5/6/2020 | 6274271 2/16/2021 | LifePoint Health, Inc. |
| MEDACCESS | Registered | 87699827 11/28/2017 | 5888026 10/22/2019 | DLP Person Urgent Care, LLC |
| N P M C  | Registered | 74725484 9/5/1995 | 2297200 12/7/1999 | Hot Springs National Park Hospital Holdings, LLC |
| NPMC | Registered | 74725483 9/5/1995 | 1987274 7/16/1996 | Hot Springs National Park Hospital Holdings, LLC |
| AP ACCESSPOINT  | Registered | 86891879 1/29/2016 | 5577931 10/9/2018 | AccessPoint, LLC |
| CENTERRE | Registered | 78106653 2/4/2002 | 2730808 6/24/2003 | Centerre Healthcare Corporation |
| WELLCOME CHECK | Registered | 90230454 10/1/2020 | 6640634 2/8/2022 | Lifepoint Knight Contract Services LLC |

| Trademark | Status | Application Number Application Date | Registration Number Registration Date | Owner |
|--|------------|--|--|---|
| ONSPOTCAST PRESENTED BY KINDRED HEALTHCARE  | Registered | 90230418 10/1/2020 | 6495047 9/21/2021 | Lifepoint Knight Contract Services LLC |
| ONSPOTCAST | Registered | 88924992 5/20/2020 | 6487404 9/14/2021 | Lifepoint Knight Contract Services LLC |
| SPOTON | Pending | 88869262 4/13/2020 | --- | Lifepoint Knight Contract Services LLC |
| HOPE CONQUERS | Registered | 88804184 2/20/2020 | 6197044 11/10/2020 | Lifepoint Knight Contract Services LLC |
| KINDRED HOSPITAL REHABILITATION SERVICES | Registered | 86726516 8/17/2015 | 5101405 12/13/2016 | Lifepoint Knight Contract Services LLC |
| REHABTRACKER | Registered | 88082536 8/17/2018 | 5893385 10/22/2019 | Lifepoint Knight Contract Services LLC |
| KINDRED REHABILITATION SERVICES | Registered | 86726514 8/17/2015 | 5138343 2/7/2017 | Lifepoint Knight Contract Services LLC |
| REHABRELAY | Registered | 86932849 3/8/2016 | 6069650 6/2/2020 | Lifepoint Knight Contract Services LLC |
| ZONTAGO | Registered | 86955536 3/28/2016 | 5492698 6/12/2018 | Lifepoint Knight Contract Services LLC |
| LIFEPOINT | Renewed | 77793279 7/30/2009 | 3760856* 3/16/2010 | Lifepoint Health, Inc. |
| LIFEPOINT | Renewed | 77793284 7/30/2009 | 3802200* 6/15/2010 | Lifepoint Health, Inc. |
| LIFEPOINT HEALTH | Registered | 86599463 4/16/2015 | 4924290* 3/22/2016 | Lifepoint Health, Inc. |
| LIFEPOINT HEALTH | Registered | 86599455 4/16/2015 | 4924289* 3/22/2016 | Lifepoint Health, Inc. |
| LIFEPOINT HEALTH (Stylized)  | Registered | 86599680 4/16/2015 | 4924293* 3/22/2016 | Lifepoint Health, Inc. |

| Trademark | Status | Application Number Application Date | Registration Number Registration Date | Owner |
|---|------------|--|--|------------------------|
| LIFEPOINT HEALTH MAKING COMMUNITIES HEALTHIER and Design  | Registered | 86599792 4/16/2015 | 4924294* 3/22/2016 | Lifepoint Health, Inc. |
| LIFEPOINT HEALTH MAKING COMMUNITIES HEALTHIER and Design  | Registered | 86599797 4/16/2015 | 4924295* 3/22/2016 | Lifepoint Health, Inc. |
| LIFEPOINT HOSPITALS | Renewed | 75603295 12/10/1998 | 2472026* 7/24/2001 | Lifepoint Health, Inc. |
| LIFEPOINT HEALTH (Stylized)  | Registered | 86599676 4/16/2015 | 4924292* 3/22/2016 | Lifepoint Health, Inc. |
| MAKING COMMUNITIES HEALTHIER | Renewed | 77008546 9/27/2006 | 3362916* 1/1/2008 | Lifepoint Health, Inc. |
| HEALTHYHUB | Registered | 87326484 2/7/2017 | 5482037* 5/29/2018 | Lifepoint Health, Inc. |
| LIFEPOINT HOSPITALS | Renewed | 75602903 12/10/1998 | 2472025* 7/24/2001 | Lifepoint Health, Inc. |
| Design Only  | Registered | 87549112 7/31/2017 | 5612977* 11/20/2018 | Lifepoint Health, Inc. |