

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789015

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement (First Lien)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifepoint Knight Contract Services, 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: 10			
Property Type	Number	Word Mark	
Registration Number:	6640634	WELLCOME CHECK	
Registration Number:	6495047	ONSPOTCAST PRESENTED BY KINDRED HEALTHCA	
Registration Number:	6487404	ONSPOTCAST	
Registration Number:	6197044	HOPE CONQUERS	
Registration Number:	5101405	KINDRED HOSPITAL REHABILITATION SERVICES	
Registration Number:	5893385	REHABTRACKER	
Registration Number:	5138343	KINDRED REHABILITATION SERVICES	
Registration Number:	6069650	REHABRELAY	
Registration Number:	5492698	ZONTAGO	
Serial Number:	88869262	SPOTON	
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		

CH \$265.00 6640634

ATTORNEY DOCKET NUMBER:	049133-0394
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	02/23/2023

Total Attachments: 7

source=LifePoint - Trademark Security Agreement (TL) Executed#page1.tif
source=LifePoint - Trademark Security Agreement (TL) Executed#page2.tif
source=LifePoint - Trademark Security Agreement (TL) Executed#page3.tif
source=LifePoint - Trademark Security Agreement (TL) Executed#page4.tif
source=LifePoint - Trademark Security Agreement (TL) Executed#page5.tif
source=LifePoint - Trademark Security Agreement (TL) Executed#page6.tif
source=LifePoint - Trademark Security Agreement (TL) Executed#page7.tif

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

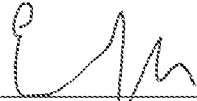
By: 
Name: J. Michael Grooms
Title: Senior Vice President and Treasurer

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,


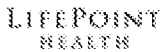
By: 
Name: Eugene Yermash
Title: Vice President





[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.