

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RegionalCare Hospital Partners Holdings, Inc.		11/30/2010	CORPORATION: DELAWARE
RCHP - Ottumwa, Inc.		11/30/2010	CORPORATION: DELAWARE
RCHP - Florence, LLC		11/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
RCHP - Wilmington, LLC		11/30/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3464283	MC
Registration Number:	3259641	MCCREERY CANCER CENTER
Registration Number:	2236711	CMH REGIONAL HEALTH SYSTEM
Registration Number:	3638235	FOSTER J. BOYD MD REGIONAL CANCER CENTER
Registration Number:	3605855	
Registration Number:	3605856	THE COMPASSION TO COMFORT. THE TECHNOLOGY TO HEAL
Registration Number:	3874510	REGIONALCARE HOSPITAL PARTNERS

CORRESPONDENCE DATA

900176582

**TRADEMARK
 REEL: 004422 FRAME: 0894**

OP \$190.00 3464283

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-280-3303
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James P. Murphy
Signature:	/James P. Murphy/
Date:	11/30/2010

Total Attachments: 6
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of November 30, 2010 (this “Agreement”), among RegionalCare Hospital Partners Holdings, Inc., RCHP–Ottumwa, Inc., RCHP–Wilmington, LLC and RCHP–Florence, LLC (each, a “Grantor”) and Citibank, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of November 17, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among RegionalCare Hospital Partners Holdings, Inc. (“Holdings”), RegionalCare Hospital Partners, Inc. (the “Borrower”), the Lenders from time to time party thereto (the “Lenders”) and the Administrative Agent and (b) the Collateral Agreement dated as of November 30, 2010 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 or the Credit Agreement, as applicable. 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 in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

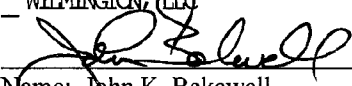
SECTION 5. **This Agreement shall be construed in accordance with and governed by the laws of the State of New York.**

[Remainder of this page intentionally left blank]

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

REGIONALCARE HOSPITAL PARTNERS
HOLDINGS, INC.
RCHP-OTTUMWA, INC.
RCHP-FLORENCE, LLC
RCHP - WILMINGTON, LLC

By


Name: John K. Bakewell

Title: Executive Vice President and Chief
Financial Officer

CITIBANK, N.A., as Administrative Agent





By 
Name: Stuart Dickson
Title: Vice President

RECIP - Trademark Security Agreement






TRADEMARK
REEL: 004422 FRAME: 0898

TRADEMARKS OWNED BY GRANTOR

Trademark Registrations

Grantor	Mark	Reg. Date	Reg. No.
RCHP – Ottumwa, Inc.		July 8, 2008	3,464,283
RCHP – Ottumwa, Inc.	McCreery Cancer Center	July 3, 2007	3,259,641
RCHP – Wilmington, LLC		April 6, 1999	2,236,711
RCHP – Wilmington, LLC	Foster J. Boyd MD Regional Cancer Center	June 16, 2009	3,638,235
RCHP – Wilmington, LLC		April 14, 2009	3,605,855
RCHP – Wilmington, LLC	The Compassion to Comfort. The Technology to Heal.	April 14, 2009	3,605,856
RegionalCare Hospital Partners Holdings, Inc.		November 9, 2010	3,874,510

Unregistered Trademarks

Grantor	Mark	Reg. Date	Reg. No.
RCHP – Ottumwa, Inc.		Unregistered	Unregistered
RCHP – Ottumwa, Inc.		Unregistered	Unregistered
RCHP – Ottumwa, Inc.		Unregistered	Unregistered
RCHP – Ottumwa, Inc.		Unregistered	Unregistered
RCHP – Ottumwa, Inc.		Unregistered	Unregistered

RCHP – Ottumwa, Inc.		<i>Unregistered</i>	<i>Unregistered</i>
RCHP – Ottumwa, Inc.		<i>Unregistered</i>	<i>Unregistered</i>
RCHP – Florence, LLC		<i>Unregistered</i>	<i>Unregistered</i>
RCHP – Florence, LLC	<i>Exceptional People Touching Lives</i>	<i>Unregistered</i>	<i>Unregistered</i>
RCHP – Florence, LLC		<i>Unregistered</i>	<i>Unregistered</i>
RCHP – Florence, LLC		<i>Unregistered</i>	<i>Unregistered</i>
RCHP – Florence, LLC		<i>Unregistered</i>	<i>Unregistered</i>
RCHP – Florence, LLC	<i>The Women's Pavilion</i> Eliza Coffee Memorial	<i>Unregistered</i>	<i>Unregistered</i>
RCHP – Florence, LLC		<i>Unregistered</i>	<i>Unregistered</i>
RCHP – Florence, LLC		<i>Unregistered</i>	<i>Unregistered</i>
RCHP – Florence, LLC		<i>Unregistered</i>	<i>Unregistered</i>
RCHP – Florence, LLC		<i>Unregistered</i>	<i>Unregistered</i>
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RCHP – Florence, LLC		<i>Unregistered</i>	<i>Unregistered</i>

RCHP – Florence, LLC



Unregistered

Unregistered

RCHP – Florence, LLC



Unregistered

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