

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC.		11/04/2011	CORPORATION: DELAWARE
RCHP-OTTUMWA, INC.		11/04/2011	CORPORATION: DELAWARE
RCHP-WILMINGTON, LLC		11/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
ESSENT HEALTHCARE, INC.		11/04/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85273279	
Registration Number:	3874510	REGIONALCARE HOSPITAL PARTNERS
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:	3174008	E ESSENT
Registration Number:	2416480	ESSENT

TRADEMARK

900206530

REEL: 004656 FRAME: 0416

CH \$265.00 85273279

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Phone: 212-969-3323
Email: trademark@proskauer.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Morgan Gold, Esq.
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	11668-073 (ASSIGNMENT)
NAME OF SUBMITTER:	Morgan Gold
Signature:	/Morgan Gold/
Date:	11/07/2011
Total Attachments: 6 source=2nd Lien Trademark Security Agreement#page1.tif source=2nd Lien Trademark Security Agreement#page2.tif source=2nd Lien Trademark Security Agreement#page3.tif source=2nd Lien Trademark Security Agreement#page4.tif source=2nd Lien Trademark Security Agreement#page5.tif source=2nd Lien Trademark Security Agreement#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of November 4, 2011 (this “Agreement”), among the signatories hereto (collectively, the “Grantors”) and Ares Capital Corporation, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of November 4, 2011 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among RegionalCare Hospital Partners Holdings, Inc. (“Holdings”), RCHP, Inc. (the “Borrower”), the Lenders from time to time party thereto (the “Lenders”) and the Administrative Agent and (b) the Second Lien Collateral Agreement dated as of November 4, 2011 (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 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 Loans and as consideration for Loans previously made. 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 or performance, as the case may be, 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 each Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by each 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. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

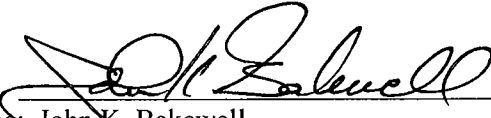
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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.

By: 
Name: John K. Bakewell
Title: Executive Vice President and Chief Financial
Officer


RCHP-OTTUMWA, INC.

By: 
Name: John K. Bakewell
Title: Executive Vice President and Chief Financial
Officer

RCHP-WILMINGTON, LLC

By: 
Name: John K. Bakewell
Title: Executive Vice President and Chief Financial
Officer

ESSENT HEALTHCARE, INC.

By: 
Name: John K. Bakewell
Title: Executive Vice President and Chief Financial
Officer

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004656 FRAME: 0420

ARES CAPITAL CORPORATION, as
Administrative Agent

By: 

Name: _____

Title:

Mitchell Goldstein
Authorized Signatory

Schedule I

Trademarks

Applications:

U.S. Service Mark Applications Owned by RegionalCare Hospital Partners Holdings, Inc.:


Registrant/Applicant	Mark	Filing Date	Serial Number
RegionalCare Hospital Partners Holdings, Inc.		March 22, 2011	85/273, 279

Registrations:

U.S. Service Mark Registrations Owned by RegionalCare Hospital Partners Holdings, Inc.:



Registrant/Applicant	Mark	Registration Date	Registration Number
RegionalCare Hospital Partners Holdings, Inc.		November 9, 2010	3,874,510

U.S. Service Mark Registrations Owned by RCHP-Ottumwa, Inc.:¹


Registrant/Applicant	Mark	Registration Date	Registration Number
RCHP-Ottumwa, Inc.		July 8, 2008	3,464,283
RCHP-Ottumwa, Inc.	McCreery Cancer Center	July 3, 2007	3,259,641

¹Assigned from Ottumwa Regional Health Center, Incorporated to RCHP-Ottumwa, Inc. on April 30, 2010 and recorded with the U.S. Patent and Trademark Office on July 1, 2010.


U.S. Service Mark Registrations Owned by RCHP-Wilmington, LLC:²

Registrant/Applicant	Mark	Registration Date	Registration Number
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

U.S. Service Mark Registrations Owned by Essent Healthcare, Inc.:

Registrant/Applicant	Mark	Registration Date	Registration Number
Essent Healthcare, Inc.		November 21, 2006	3,174,008
Essent Healthcare, Inc.	ESSENT	December 26, 2000	2,416,480

State of Texas Service Mark Registrations Owned by Essent Healthcare, Inc.:

Registrant/Applicant	Mark	Registration Date	Registration Number
Essent Healthcare, Inc.		November 12, 2004	800348113

² USPTO records in process of being updated to reflect ownership transfer from Clinton Memorial Hospital Foundation to RCHP-Wilmington, LLC.