

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Administrative Agent		04/23/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Regionalcare Hospital Partners Holdings, Inc., as Grantor		
Street Address:	103 Continental Place		
Internal Address:	Suite 200		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	CORPORATION: DELAWARE		
Name:	RCHP-Ottumwa, LLC, a Delaware LLC, as Grantor		
Street Address:	103 Continental Place		
Internal Address:	Suite 200		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	RCHP-Wilmington, LLC, a Delaware LLC, as Grantor		
Street Address:	103 Continental Place		
Internal Address:	Suite 200		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Essent Healthcare, Inc., a Delaware Corporation, as Grantor		
Street Address:	103 Continental Place		
Internal Address:	Suite 200		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	CORPORATION: DELAWARE		

TRADEMARK

PROPERTY NUMBERS Total: 10

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 TECHNOLOG
Registration Number:	3874510	REGIONALCARE HOSPITAL PARTNERS
Registration Number:	3174008	E ESSENT
Registration Number:	2416480	ESSENT
Serial Number:	85273279	

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 108207-5

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 04/25/2014

Total Attachments: 9

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

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS dated as of April 23, 2014 (this "Release"), among REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC., RCHP-OTTUMWA, INC., RCHP-WILMINGTON, LLC and RCHP-FLORENCE, LLC (each, a "Grantor") and CITIBANK, NA., as Administrative Agent (in such capacity, the "Administrative Agent").

WHEREAS, RegionalCare Hospital Partners Holdings, Inc. ("Initial Holdings"), RegionalCare Hospital Partners, Inc. (the "Borrower"), the Administrative Agent, and from time to time the Lenders (the "Lenders") entered into a Credit Agreement dated as of November 4, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by which the Lenders and Issuing Banks agreed to extend credit to the Borrower subject to certain terms and conditions;

WHEREAS, in connection with the Credit Agreement, the Administrative Agent, Initial Holdings, the Borrower, and from time to time certain grantors entered into a Collateral Agreement dated as of November 4, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by which such grantors pledged certain interests in an effort to induce the Lenders and Issuing Banks to extend credit to the Borrower, including those relating to Trademarks and Trademark Licenses;

WHEREAS, in connection with the Credit Agreement, and for the purpose of registering the security interest of the Administrative Agent in certain trademark collateral with the United States Patent and Trademark Office, and in furtherance of the Collateral Agreement, the Grantors and Administrative Agent executed on November 4, 2011 a Trademark Security Agreement (as thereafter amended or otherwise modified from time to time, the "Trademark Security Agreement") by which each Grantor granted to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any Trademarks then owned or at any time thereafter acquired, including those listed on **Schedule I**, and incorporated by reference the security interest in each Grantor's Trademarks and Trademark Licenses granted in the Collateral Agreement (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 7, 2011 at Reel Number 4656, Frame Number 0276; and

WHEREAS, the parties now seek to terminate the Credit Agreement, Collateral Agreement, and the Trademark Security Agreement, and the Administrative Agent accordingly seeks to release its security interest in and lien on the Trademark Collateral;

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

1. Capitalized terms used in this Release and not otherwise defined herein shall have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable.

2. The Administrative Agent does hereby release and terminate all liens and security interests in and to the Trademark Collateral, including but not limited to those listed on **Schedule I** hereto, which were granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and/or the Trademark Security Agreement, and the Administrative Agent does hereby, without recourse and without representation or warranty of any kind, assign, convey, grant, set over, transfer and release to the Grantors all of the Administrative Agent's right, title and interest, if any, in and to the Trademark Collateral, now owned or at any time thereafter acquired, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereto; and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suits.

3. The parties hereto do hereby cancel and terminate the Collateral Agreement (as it pertains to the Trademark Collateral) and the Trademark Security Agreement, and all rights and obligations of the parties thereunder.

4. 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 Release.

5. This Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of, the State of New York.

6. This Release 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 Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Release.

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

[SIGNATURE PAGES FOLLOW]

CITIBANK, N.A., as Administrative Agent

By:  _____

Name:

Alvaro De Velasco

Title:

Vice President

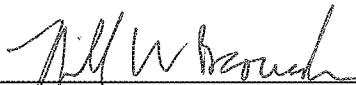
(212) 815-4312

[RCHP – Signature Page to Termination and Release of Security Interests in Trademarks]

TRADEMARK

REEL: 005268 FRAME: 0268

ECM HEALTH GROUP, LLC
ESSENT HEALTHCARE OF CONNECTICUT, INC.
ESSENT HEALTHCARE OF MASSACHUSETTS,
INC.
ESSENT HEALTHCARE OF MISSOURI, INC.
ESSENT HEALTHCARE, INC.
ESSENT HEALTHCARE - AYER, INC.
ESSENT HEALTHCARE—WAYNESBURG, LLC
ESSENT PRMC, L.P.
OTTUMWA HEALTH GROUP, LLC
RCHP – FLORENCE, LLC
RCHP-OTTUMWA, LLC
RCHP-SIERRA VISTA, INC.
RCHP – WILMINGTON, LLC
REGIONALCARE HOSPITAL PARTNERS
HOLDINGS, INC.
WILMINGTON PHYSICIANS GROUP, LLC

By: 
Name: Michael W. Browder
Title: Executive Vice President and Chief
Financial Officer







[RCHP – Signature Page to Termination and Release of Security Interests in Trademarks]

TRADEMARK
REEL: 005268 FRAME: 0269


**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

TRADEMARKS OWNED BY GRANTORS

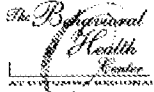






Trademark Registrations

Grantor	Mark	Reg. Date	Reg. No.
RCHP-Ottumwa, LLC		July 8, 2008	3,464,283
RCHP-Ottumwa, LLC	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
Essent Healthcare, Inc.		November 21, 2006	3,174,008
Essent Healthcare, Inc.	ESSENT	December 26, 2000	2,416,480
RCHP – Florence, LLC	Shoals Hospital	September 27, 2012	113-298
RCHP – Florence, LLC	Shoals Occupational Medicine	September 27, 2012	113-299
RCHP – Florence, LLC	Shoals Physician Group	October 26, 2012	113-388
Essent PRMC, L.P.		July 12, 2004	800348113
ECM Health Group, LLC	ALABAMA HEART & VASCULAR CENTER	April 3, 2013	113-622
ECM Health Group, LLC	NORTH ALABAMA OBGYN	April 3, 2013	113-621

Trademark Applications

Grantor	Mark	Filing Date	Serial Number
RegionalCare Hospital Partners Holdings, Inc.		March 22, 2011	85/273, 279
RCHP-Sierra Vista, Inc.	SONOITA FAMILY HEALTH	July 10, 2008	438173
RCHP-Sierra Vista, Inc.	DOUGLAS FAMILY HEALTH	May 11, 2009	460591
RCHP-Sierra Vista, Inc.	TOMBSTONE FAMILY HEALTH	May 11, 2009	460594
RCHP-Sierra Vista, Inc.	HOSPICE, CASA DE LA PAZ	August 20, 2013	579583

Unregistered Trademarks

Grantor	Mark	Reg. Date	Reg. No.
RCHP-Ottumwa, LLC		Unregistered	Unregistered
RCHP-Ottumwa, LLC		Unregistered	Unregistered
RCHP-Ottumwa, LLC		Unregistered	Unregistered
RCHP-Ottumwa, LLC		Unregistered	Unregistered
RCHP-Ottumwa, LLC		Unregistered	Unregistered
RCHP-Ottumwa, LLC		Unregistered	Unregistered
RCHP-Ottumwa, LLC		Unregistered	Unregistered

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-Ottumwa, LLC		<i>Unregistered</i>	<i>Unregistered</i>

RCHP-Ottumwa, LLC	Ottumwa Regional Occupational Health	<i>Unregistered</i>	<i>Unregistered</i>
RCHP-Ottumwa, LLC	Surgical Partners of Ottumwa	<i>Unregistered</i>	<i>Unregistered</i>
RCHP-Ottumwa, LLC	Psychiatric Medicine	<i>Unregistered</i>	<i>Unregistered</i>
RCHP-Ottumwa, LLC	Eddyville Clinic	<i>Unregistered</i>	<i>Unregistered</i>
RCHP-Ottumwa, LLC	ORHC Clinics (incl Multi-Specialty Clinic)	<i>Unregistered</i>	<i>Unregistered</i>
RCHP-Ottumwa, LLC	Ottumwa Regional Homecare	<i>Unregistered</i>	<i>Unregistered</i>
RCHP-Ottumwa, LLC	Physical Medicine & Rehabilitation	<i>Unregistered</i>	<i>Unregistered</i>
RCHP-Ottumwa, LLC	All in One Health Care (Occ Health Clinic)	<i>Unregistered</i>	<i>Unregistered</i>
RCHP-Ottumwa, LLC	Eldon Clinic – Terminated	<i>Unregistered</i>	<i>Unregistered</i>
RCHP-Ottumwa, LLC	Richland Clinic – Terminated	<i>Unregistered</i>	<i>Unregistered</i>
RCHP-Ottumwa, LLC	Ottumwa Allergy – Terminated	<i>Unregistered</i>	<i>Unregistered</i>
RCHP-Ottumwa, LLC	Women and Family Center	<i>Unregistered</i>	<i>Unregistered</i>
Essent Healthcare - Ayer, Inc.	Nashoba Valley Medical Center	<i>Unregistered</i>	<i>Unregistered</i>
Essent Healthcare of Massachusetts, Inc.	Merrimack Valley Hospital	<i>Unregistered</i>	<i>Unregistered</i>
Essent PRMC, L.P.	Paris Regional Medical Center	<i>Unregistered</i>	<i>Unregistered</i>
Essent Healthcare of Missouri, Inc.	Crossroads Regional Medical Center	<i>Unregistered</i>	<i>Unregistered</i>
Essent Healthcare—Waynesburg, LLC	Southwest Regional Medical Center	<i>Unregistered</i>	<i>Unregistered</i>
Essent Healthcare of Connecticut, Inc.	Sharon Hospital	<i>Unregistered</i>	<i>Unregistered</i>
Ottumwa Health Group, LLC	Ottumwa Orthopedic Clinic	<i>Unregistered</i>	<i>Unregistered</i>
Ottumwa Health Group, LLC	Ottumwa Primary Care Clinic	<i>Unregistered</i>	<i>Unregistered</i>
Ottumwa Health Group, LLC	Ottumwa Surgical Associates	<i>Unregistered</i>	<i>Unregistered</i>
Ottumwa Health Group, LLC	Ottumwa Walk In Clinic	<i>Unregistered</i>	<i>Unregistered</i>
Ottumwa Health Group, LLC	Ottumwa Occupational Medicine	<i>Unregistered</i>	<i>Unregistered</i>
Ottumwa Health Group, LLC	Ottumwa Specialty Clinic	<i>Unregistered</i>	<i>Unregistered</i>
Ottumwa Health Group, LLC	Ottumwa OB/GYN Clinic	<i>Unregistered</i>	<i>Unregistered</i>
Ottumwa Health Group, LLC	The Eddyville Clinic	<i>Unregistered</i>	<i>Unregistered</i>

Ottumwa Health Group, LLC	Ottumwa Gastroenterology Clinic	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Physicians Group, LLC	Pinnacle Primary Care	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Physicians Group, LLC	Washington Court House Primary Care	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Physicians Group, LLC	River's Bend Family Medicine	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Physicians Group, LLC	Hillsboro Primary Care	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Physicians Group, LLC	Waynesville Primary Care	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Physicians Group, LLC	Wilmington Psychiatric Associates	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Physicians Group, LLC	Mark Hodges, MD - Internal Medicine	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Physicians Group, LLC	Maineville Family Practice	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Physicians Group, LLC	Interventional Spine and Rehabilitation	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Physicians Group, LLC	Waynesville Family Health Center	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Physicians Group, LLC	Surgical Associates of Southwest Ohio	<i>Unregistered</i>	<i>Unregistered</i>
RCHP –Wilmington, LLC	Clinton Memorial Hospital	<i>Unregistered</i>	<i>Unregistered</i>
RCHP –Wilmington, LLC	Tri-County Open MRI and Medical Imaging	<i>Unregistered</i>	<i>Unregistered</i>
RCHP –Wilmington, LLC	Tri-County Open MRI	<i>Unregistered</i>	<i>Unregistered</i>
RCHP –Wilmington, LLC	Tri-County Medical Imaging	<i>Unregistered</i>	<i>Unregistered</i>
RCHP –Wilmington, LLC	North Alabama Diabetes & Metabolism Clinic	<i>Unregistered</i>	<i>Unregistered</i>
RCHP –Wilmington, LLC	Tennessee Valley Rheumatology	<i>Unregistered</i>	<i>Unregistered</i>

Trademark Licenses

None.