

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (R5443F0382)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as Administrative Agent		04/29/2016	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	RegionalCare Hospital Partners Holdings, Inc., as Grantor		
Street Address:	103 Continental Place, Suite 200		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Corporation: DELAWARE		
Name:	RCHP Bilings - Missoula LLC		
Street Address:	103 Continental Place, Suite 200		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4099596	VOICES OF HOPE A COMMUNITY MEDICAL CENTE	
Registration Number:	4570547		
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	126315-20		

CH \$65.00 4099596

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	05/02/2016
Total Attachments: 5 source=5-2-16 UBS AG 4-TM#page1.tif source=5-2-16 UBS AG 4-TM#page2.tif source=5-2-16 UBS AG 4-TM#page3.tif source=5-2-16 UBS AG 4-TM#page4.tif source=5-2-16 UBS AG 4-TM#page5.tif	

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

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS dated as of April 29, 2016 (this "Release"), among REGIONALCARE HOSPITAL PARTNERS HOLDINGS, INC. and RCHP BILLINGS – MISSOULA LLC (each, a "Grantor") and UBS AG, STAMFORD BRANCH, as Administrative Agent (in such capacity, the "Administrative Agent").

WHEREAS, RegionalCare Hospital Partners Holdings, Inc. ("Holdings"), RCHP, Inc. (the "Borrower"), the Lenders from time to time party thereto (the "Lenders") and the Administrative Agent have entered into a Second Lien Credit Agreement dated as of April 23, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by which the Lenders agreed to extend credit to the Borrower subject to certain terms and conditions;

WHEREAS, in connection with the Credit Agreement, the Administrative Agent, Holdings, the Borrower and certain grantors entered into a Second Lien Collateral Agreement dated as of April 23, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Collateral Agreement"), by which the Grantors pledged certain interests in an effort to induce the Lenders 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 rights granted in the Collateral Agreement, the Grantors and Administrative Agent executed on January 15, 2015 a Second Lien Trademark Security Agreement (as thereafter amended, supplemented 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 each Grantor's right, title and interest in, to and under any Trademarks then owned or at any time thereafter acquired by each Grantor, 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 January 20, 2015 at Reel Number 5443, Frame Number 0382; 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 the entirety of 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, terminate, cancel, relinquish and discharge in their entirety all liens and security interests in and to all Trademark Collateral, including but not limited to the Trademarks 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 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 or such party's successors, assigns or other legal representatives 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, without regard to any principle of conflicts of law that could require the application of any other law.


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.

[SIGNATURE PAGES FOLLOW]


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.

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: 
Name: Darlene Arias
Title: Director


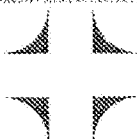
By: 
Name: Craig Pearson
Title: Associate Director

REGIONALCARE HOSPITAL PARTNERS HOLDINGS,
INC.
RCHP BILLINGS -- MISSOULA LLC

By: 
Name: Howard T. Wall III
Title: Authorized Person

Schedule I

Trademark Registrations

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date.</u>	<u>Reg. No.</u>
RCHP Billings - Missoula LLC		4099596	February 14, 2012
RegionalCare Hospital Partners Holdings, Inc.		4570547	July 22, 2014

Trademark Applications

None.

Trade Names Registered with the State

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date.</u>	<u>Reg. No.</u>
RCHP Billings - Missoula LLC	COMMUNITY PHYSICIAN GROUP	September 14, 2009	A170736
RCHP Billings - Missoula LLC	FIRST CARE	March 14, 1996	A052304
RCHP Billings - Missoula LLC	NOW CARDIOLOGY	March 6, 2005	A120931
RCHP Billings - Missoula LLC	WESTERN MONTANA HEALTH INFORMATION EXCHANGE	February 14, 2011	A187388