TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM382689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (R5442F0285)

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 Billings - 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

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.

Phone: 800-927-9801 x 62348

jean.paterson@cscglobal.com Email: Corporation Service Company **Correspondent Name:**

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 126315-15

> **TRADEMARK** REEL: 005783 FRAME: 0218

900362911

NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	05/02/2016		
Total Attachments: 5			
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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 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. ("<u>Holdings</u>"), RCHP, Inc. (the "<u>Borrower</u>"), the Lenders from time to time party thereto (the "<u>Lenders</u>") and the Administrative Agent have entered into a First Lien Credit Agreement dated as of April 23, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "<u>Credit Agreement</u>"), 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, Holdings, the Borrower and certain grantors entered into a First 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 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 rights granted in the Collateral Agreement, the Grantors and Administrative Agent executed on January 15, 2015 a First 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 16, 2015 at Reel Number 5442, Frame Number 0285; 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:

TRADEMARK
REEL: 005783 FRAME: 0220

- 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

3y:_____

Name: Howard T. Wall III Title: Authorized Person

TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (FIRST LIEN) (2015)

TRADEMARK REEL: 005783 FRAME: 0223

Schedule I

Trademark Registrations

Grantor Mark Reg. Date. Reg. No.
RCHP Billings - Missoula.
LLC

VOICES
WHope

RegionalCare Hospital
Partners Holdings, Inc.

Mark Reg. Date. Reg. No.
4099596
February 14, 2012

July 22, 2014

Trademark Applications

None.

Trade Names Registered with the State

Grantor	<u>Mark</u>	Reg. Date.	<u>Reg. No.</u>
RCHP Billings - Missoula	COMMUNITY	September 14, 2009	A170736
ULC:	PHYSICIAN GROUP		
RCHP Billings - Missoula	FIRST CARE	March 14, 1996	A052364
LLC			
RCHP Billings - Missoula	NOW CARDIOLOGY	March 6, 2005	A120931
1,LC			
RCHP Billings - Missoula	WESTERN MONTANA	February 14, 2011	A187388
TTC	HEALTH		
	INFORMATION		
	EXCHANGE		

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RECORDED: 05/02/2016