

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384397

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (R5268F0900)
RESUBMIT DOCUMENT ID:	900362909

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 - Ottumwa Holdings, Inc.
Street Address:	103 Continental Place, Suite 200
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Corporation: DELAWARE
Name:	RCHP - Wilmington, LLC
Street Address:	103 Continental Place, Suite 200
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Limited Liability Company: DELAWARE
Name:	Essent Healthcare, Inc.
Street Address:	103 Continental Place, Suite 200
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37027
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

TRADEMARK

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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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:	126315-5
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	05/16/2016

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 29, 2016 (this "Release"), among ECM HEALTH GROUP, LLC, ESSENT HEALTHCARE OF MASSACHUSETTS, INC., ESSENT HEALTHCARE OF MISSOURI, INC., ESSENT HEALTHCARE, INC., ESSENT HEALTHCARE-AYER, INC., 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. and WILMINGTON PHYSICIANS GROUP, 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 First 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 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 April 23, 2014 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 April 28, 2014 at Reel Number 5268, Frame Number 0900; 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.

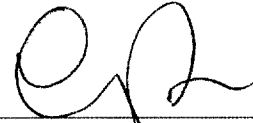
UBS AG, STAMFORD BRANCH,
as Administrative Agent

By:




Name: Darlene Arias
Title: Director

By:



Name: Craig Pearson
Title: Associate Director

ECM HEALTH GROUP, LLC
ESSENT HEALTHCARE OF MASSACHUSETTS, INC.
ESSENT HEALTHCARE OF MISSOURI, INC.
ESSENT HEALTHCARE, INC.
ESSENT HEALTHCARE-AYER, INC.
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: Howard T. Wall III
Title: Authorized Person

TRADEMARKS OWNED BY GRANTOR

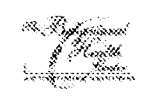
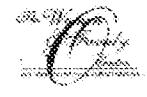





Trademark Registrations

Owner	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	ESSENT 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

Owner	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

Owner	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	 Eliza Coffee Memorial Hospital	Unregistered	Unregistered
RCHP – Florence, LLC	<i>Exceptional People Touching Lives</i>	Unregistered	Unregistered
RCHP – Florence, LLC		Unregistered	Unregistered
RCHP – Florence, LLC	ECM EAST DIAGNOSTIC & REHAB CENTER <i>Compassion. Care. Confidence.</i>	Unregistered	Unregistered
RCHP – Florence, LLC	<i>The Women's Pavilion</i> Eliza Coffee Memorial	Unregistered	Unregistered
RCHP – Florence, LLC	<i>The Children's Center</i> at ECM	Unregistered	Unregistered
RCHP – Florence, LLC	 The Wound Healing Center At ECM East	Unregistered	Unregistered
RCHP – Florence, LLC	J.W. Sommer Rehabilitation Unit at the campus of Shoals Hospital 2025 • 2026 • 2027 • 2028 • 2029	Unregistered	Unregistered
RCHP – Florence, LLC	 The Senior Care Center at Shoals Hospital	Unregistered	Unregistered
RCHP – Florence, LLC	 Patient Care is our Mission ★★★★★	Unregistered	Unregistered
RCHP – Florence, LLC	 Eliza's Coffee and Gift Shop at Shoals Hospital	Unregistered	Unregistered
RCHP – Florence, LLC	 LifeWise	Unregistered	Unregistered
RCHP-Ottumwa, LLC	Behavioral Health Counseling Services	Unregistered	Unregistered
RCHP-Ottumwa, LLC	Ottumwa Regional Occupational Health	Unregistered	Unregistered
RCHP-Ottumwa, LLC	Surgical Partners of Ottumwa	Unregistered	Unregistered
RCHP-Ottumwa, LLC	Psychiatric Medicine	Unregistered	Unregistered
RCHP-Ottumwa, LLC	Eddyville Clinic	Unregistered	Unregistered

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>
RCHP-Ottumwa, LLC	Ottumwa Regional Health 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>
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 Occupation 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 Physicians	<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 Group, LLC	Physicians	Hillsboro Primary Care	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Group, LLC	Physicians	Waynesville Primary Care	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Group, LLC	Physicians	Wilmington Psychiatric Associates	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Group, LLC	Physicians	Mark Hodges, MD - In- ternal Medicine	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Group, LLC	Physicians	Maineville Family Prac- tice	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Group, LLC	Physicians	Interventional Spine and Rehabilitation	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Group, LLC	Physicians	Waynesville Family Health Center	<i>Unregistered</i>	<i>Unregistered</i>
Wilmington Group, LLC	Physicians	Surgical Associates of Southwest Ohio	<i>Unregistered</i>	<i>Unregistered</i>
RCHP -- LLC	Wilmington,	Clinton Memorial Hospi- tal	<i>Unregistered</i>	<i>Unregistered</i>
RCHP -- LLC	Wilmington,	Tri-County Open MRI and Medical Imaging	<i>Unregistered</i>	<i>Unregistered</i>
RCHP -- LLC	Wilmington,	Tri-County Open MRI	<i>Unregistered</i>	<i>Unregistered</i>
RCHP -- LLC	Wilmington,	Tri-County Medical Im- aging	<i>Unregistered</i>	<i>Unregistered</i>
ECM Health LLC	Group,	North Alabama Diabetes & Metabolism Clinic	<i>Unregistered</i>	<i>Unregistered</i>
ECM Health LLC	Group,	Tennessee Valley Rheu- matology	<i>Unregistered</i>	<i>Unregistered</i>

Trademark Licenses

None.