

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quorum Health Resources, LLC		05/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Collateral agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6248815	QHR HEALTH	
Registration Number:	6248817	QHR HEALTH	
Registration Number:	5170642	Q QUORUM HEALTH RESOURCES	
Registration Number:	5211580	QUORUM PURCHASING ADVANTAGE	
Registration Number:	4954180	VANTAGE	
Registration Number:	4949455	CREATING A SUSTAINABLE FUTURE FOR HEALTH	
Registration Number:	5078827	Q QUORUM HEALTH RESOURCES	
Registration Number:	4666205	QHCC PARTNERS	
Registration Number:	3074195	QHR	
Serial Number:	90387841	ATTUNE BEHAVIORAL HEALTH	
Serial Number:	90387868	VELOCITY SURGICAL MANAGEMENT	
Serial Number:	90387889	RAPPORT CASE MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		

CH \$315.00 6248815

TRADEMARK

Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 96939-30550

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 06/01/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 28, 2021 (this “Trademark Security Agreement”), made by Quorum Health Resources, LLC, a Delaware limited liability company (the “Grantor”), in favor of Churchill Agency Services LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of May 28, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Quorum Health Resources, LLC, QHR Holdco, Inc., each Lender (as defined in the Credit Agreement) from time to time party thereto and Churchill Agency Services LLC, as Administrative Agent.

WHEREAS, the Grantor is party to a Security Agreement, dated as of May 28, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. The Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets) (the “Trademark Collateral”).

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be

effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.

Section 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

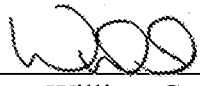
Section 6. Termination. Upon the termination of the Security Agreement in accordance with its terms, (a) this Trademark Security Agreement automatically shall terminate and the collateral pledge and grant of, lien on and security interest in the Trademark Collateral shall be released, and (b) the Collateral Agent shall execute, acknowledge, and deliver to Grantor all documents and instruments, make all filings, and take all other actions, in each case, reasonably requested by the Grantor to evidence and record the release of the collateral pledge and grant of, lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Quorum Health Resources, LLC,
as Grantor

By: 
Name: William Gumina
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007311 FRAME: 0658

Accepted and Agreed

CHURCHILL AGENCY SERVICES LLC,
as Collateral Agent

By: Christopher Cox Digitally signed by Christopher Cox
Date: 2021.05.25 18:10:56 -04'00'
Name: Chris Cox
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007311 FRAME: 0659

Schedule I to the Trademark Security Agreement

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

U.S. Trademarks Registrations

Mark	Country	App. No.	File Date	Reg. No.	Reg. Date	Status
QHR HEALTH (& design)	USA	88/813,433	2/27/2020	6,248,815	1/19/2021	Registered
QHR HEALTH	USA	88/813,693	2/27/2020	6,248,817	1/19/2021	Registered
Q QUORUM HEALTH RESOURCES (& design Q on side)	USA	87/140,703	8/16/2016	5,170,642	3/28/2017	Registered
QUORUM PURCHASING ADVANTAGE	USA	86/620,256	5/5/2015	5,211,580	5/30/2017	Registered
VANTAGE	USA	86/614,564	4/29/2015	4,954,180	5/10/2016	Registered
CREATING A SUSTAINABLE FUTURE FOR HEALTHCARE ORGANIZATIONS	USA	86/605,631	4/22/2015	4,949,455	5/3/2016	Registered
Q QUORUM HEALTH RESOURCES (& design Q above)	USA	86/605,606	4/22/2015	5,078,827	11/8/2016	Registered
QHCC PARTNERS	USA	86/231,837	3/25/2014	4666205	1/6/2015	Registered – Note: no longer in use will be abandoned
QHR (Class 35)	USA	78/185,269	11/14/2002	3,074,195	3/28/2006	Registered

U.S. Trademarks Applications

Mark	Country	App. No.	File Date	Reg. No.	Reg. Date	Status
ATTUNE BEHAVIORAL HEALTH	USA	90/387,841	12/16/2020			Pending
VELOCITY SURGICAL MANAGEMENT	USA	90/387,868	12/16/2020			Pending

RAPPORT CASE MANAGEMENT	USA	90/387,889	12/16/2020			Pending
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