

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Steward Health Care System LLC		04/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
Steward Carney Hospital, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward Holy Family Hospital, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward Norwood Hospital, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward Good Samaritan Medical Center, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward St. Anne's Hospital Corporation		04/12/2013	CORPORATION: DELAWARE
Steward St. Elizabeth's Medical Center of Boston, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward Medical Group, Inc.		04/12/2013	CORPORATION: MASSACHUSETTS
Nashoba Valley Medical Center, A Steward Family Hospital, Inc.		04/12/2013	CORPORATION: DELAWARE
Merrimack Valley Hospital, A Steward Family Hospital, Inc.		04/12/2013	CORPORATION: DELAWARE
Morton Hospital, A Steward Family Hospital, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward Physician Contracting, Inc.		04/12/2013	CORPORATION: MASSACHUSETTS
Steward Emergency Physicians, Inc.		04/12/2013	CORPORATION: MASSACHUSETTS
Steward Good Samaritan Occupational Health Services, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward Good Samaritan Radiation Oncology Center, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward Home Care, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward New England Initiatives, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward St. Elizabeth's Realty Corp.		04/12/2013	CORPORATION: DELAWARE

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**TRADEMARK**

**900252841**

**REEL: 005009 FRAME: 0947**

Steward Valley Regional Ventures, Inc.		04/12/2013	CORPORATION: DELAWARE
Qunicy Medical Center, A Steward Family Hospital, Inc.		04/12/2013	CORPORATION: DELAWARE
New Englend Sinai Hospital, A Steward Family Hospital, Inc.		04/12/2013	CORPORATION: DELAWARE
Blackstone Medical Center, Inc.		04/12/2013	CORPORATION: DELAWARE
Blackstone Rehabilitation Hospital, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward Hospital Holdings Subsidiary One, Inc.		04/12/2013	CORPORATION: DELAWARE
Steward Hospital Holdings LLC		04/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
Steward Imaging & Radiology Holdings LLC		04/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
Steward Operations Holdings LLC		04/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
Steward Medical Holdings LLC		04/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
Steward Fall River Management Care Services LLC		04/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
Steward Heath Care Holdings LLC		04/12/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearbom Street
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3764603	C
Registration Number:	4254631	S STEWARD
Registration Number:	4254632	S STEWARD
Registration Number:	4183816	STEWARD
Registration Number:	4302762	S STEWARD COMMUNITY CARE
Registration Number:	4302763	S STEWARD COMMUNITY CHOICE

Serial Number:	77607455	CARITAS
Serial Number:	85204779	S
Serial Number:	85605506	CONTINUE
Serial Number:	85204762	S

**CORRESPONDENCE DATA**

Fax Number: 2125935955  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-756-2132  
Email: scott.kareff@srz.com  
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1226
NAME OF SUBMITTER:	Scott Kareff (014951-1226)
Signature:	/kc for sk/
Date:	04/18/2013

**Total Attachments: 9**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Agreement") is entered into as of April 12, 2013 among Steward Health Care Holdings LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Health Care System LLC, a Delaware limited liability company with office located at with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Merrimack Valley Hospital, a Steward Family Hospital, Inc., a Delaware corporation with offices located at 140 Lincoln Avenue, Haverhill, Massachusetts 01830, Nashoba Valley Medical Center, a Steward Family Hospital, Inc., a Delaware corporation with offices located at 200 Groton Road, Ayer, Massachusetts 01432, Steward Emergency Physicians, Inc., a Massachusetts corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Carney Hospital, Inc., a Delaware corporation with offices located at 2100 Dorchester Avenue, Dorchester, Massachusetts 02124, Steward Fall River Management Care Services LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Good Samaritan Medical Center, Inc., a Delaware corporation with offices located at 235 North Pearl Street, Brockton, Massachusetts 02301, Steward Good Samaritan Occupational Health Services, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Good Samaritan Radiation Oncology Center, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Home Care, Inc., a Delaware corporation with offices located at 30 Perwal Street, Westwood, Massachusetts 02090, Steward Holy Family Hospital, Inc., a Delaware corporation with offices located at 70 East Street, Methuen, Massachusetts 01844, Steward Hospital Holdings LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Imaging & Radiology Holdings LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Medical Holdings LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Morton Hospital, a Steward Family Hospital, Inc., a Delaware corporation with offices located at 88 Washington Street, Taunton, Massachusetts 02780, Steward Medical Group, Inc., a Massachusetts corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward New England Initiatives, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Norwood Hospital, Inc., a Delaware corporation with offices located at 800 Washington Street, Norwood, Massachusetts 02062, Steward Operations Holdings LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Physician Contracting, Inc., a Massachusetts corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward St. Anne's Hospital Corporation, a Delaware corporation with offices located at 795 Middle St., Fall River, Massachusetts 02721, Steward St. Elizabeth's Medical Center of Boston, Inc., a Delaware corporation with offices located at 736 Cambridge Street, Brighton, Massachusetts 02135, Steward Valley Regional Ventures, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward St. Elizabeth's Realty Corp., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Quincy Medical Center, a Steward Family Hospital, Inc., a Delaware corporation with offices located at 114 Whitwell Street, Quincy, Massachusetts 02169, New England Sinai Hospital, a Steward Family Hospital, Inc., a Delaware corporation with offices located at 150 York Street, Stoughton Massachusetts 02072, Blackstone Medical Center, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Blackstone Rehabilitation Hospital, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116 and Steward Hospital Holdings Subsidiary One, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116 (each a "Grantor", and collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., a national banking association with offices located at 500 Stanton Christiana Road — Ops 2, Floor 03, Newark, DE 19713-2107, in its capacity as Administrative Agent (as defined in the Security Agreement referenced below) (in such capacity, the "Grantee").

WHEREAS, the Grantors, the Grantee, and the Lenders have entered into a Term Loan Agreement dated as of April 12, 2013 (as it may be amended or modified from time to time, the "Term Loan Agreement");

WHEREAS, the Grantors and the Grantee have entered into a Pledge and Security Agreement dated as of April 12, 2013 (as it may be amended or modified from time to time, the "Security Agreement"), in order to induce the Lenders to enter into and extend credit to the Borrowers and to secure the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Grantee, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located to secure the prompt and complete payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest. Each Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Lenders, a security interest in all of its right, title and interest in, to and under the following Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance of the Secured Obligations:

(a) (1) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those set forth on Schedule I hereto; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (5) all rights corresponding to any of the foregoing throughout the world (collectively the "Trademarks"); and

(b) (1) any and all licensing agreements or similar arrangements in and to its Trademarks, (2) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation damages and payments for past and future breaches thereof, and (3) all rights to sue for past, present and future breaches thereof.

(c) Notwithstanding anything to contrary, the security interest granted hereunder shall not attach to, and the term "Trademark Collateral" shall not include any "intent to use" trademark applications for which a statement of use has not been filed with the U.S. Patent and Trademark Office but only to the extent that the grant of security interest and Lien would invalidate such trademark applications.

3) Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Grantee shall determine, in its discretion, which terms shall control.

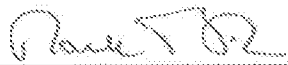
4) Term. The term of this Agreement is coterminous with the term of the Security Agreement.

5) **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

6) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

GRANTORS:

STEWARD HEALTH CARE SYSTEM LLC  
STEWARD CARNEY HOSPITAL, INC.  
STEWARD HOLY FAMILY HOSPITAL, INC.  
STEWARD NORWOOD HOSPITAL, INC.  
STEWARD GOOD SAMARITAN MEDICAL CENTER, INC.  
STEWARD ST. ANNE'S HOSPITAL CORPORATION  
STEWARD ST. ELIZABETH'S MEDICAL CENTER OF BOSTON, INC.  
STEWARD MEDICAL GROUP, INC.  
NASHOBA VALLEY MEDICAL CENTER, A STEWARD FAMILY HOSPITAL, INC.  
MERRIMACK VALLEY HOSPITAL, A STEWARD FAMILY HOSPITAL, INC.  
MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC.  
STEWARD PHYSICIAN CONTRACTING, INC.  
STEWARD EMERGENCY PHYSICIANS, INC.  
STEWARD GOOD SAMARITAN OCCUPATIONAL HEALTH SERVICES, INC.  
STEWARD GOOD SAMARITAN RADIATION ONCOLOGY CENTER, INC.  
STEWARD HOME CARE, INC.  
STEWARD NEW ENGLAND INITIATIVES, INC.  
STEWARD ST. ELIZABETH'S REALTY CORP.  
STEWARD VALLEY REGIONAL VENTURES, INC.  
QUINCY MEDICAL CENTER, A STEWARD FAMILY HOSPITAL, INC.  
NEW ENGLAND SINAI HOSPITAL, A STEWARD FAMILY HOSPITAL, INC.  
BLACKSTONE MEDICAL CENTER, INC.  
BLACKSTONE REHABILITATION HOSPITAL, INC.  
STEWARD HOSPITAL HOLDINGS SUBSIDIARY ONE, INC.

By:  \_\_\_\_\_

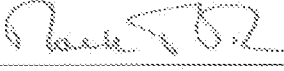
Name: Mark Rich

Title: Treasurer

GRANTORS (Continued):

STEWARD HOSPITAL HOLDINGS LLC  
STEWARD IMAGING & RADIOLOGY HOLDINGS LLC  
STEWARD OPERATIONS HOLDINGS LLC  
STEWARD MEDICAL HOLDINGS LLC

By: Steward Health Care System LLC, its  
Managing Member

By:   
\_\_\_\_\_

Name: Mark Rich

Title: Treasurer

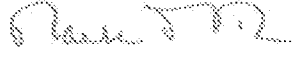


GRANTORS (Continued):

STEWARD FALL RIVER MANAGEMENT CARE SERVICES LLC

By: Steward Operations Holdings LLC, its  
Managing Member

By: Steward Health Care System LLC, its  
Managing Member

By:   
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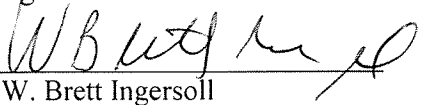
Name: Mark Rich

Title: Treasurer

GRANTORS (Continued):

STEWARD HEALTH CARE HOLDINGS LLC

By: Steward Health Care Investors LLC, its  
Managing Member

By:   
Name: W. Brett Ingersoll  
Title: President and Treasurer

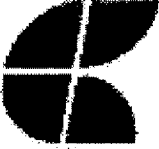
JPMORGAN CHASE BANK, N.A.

By:   
Name: Dawn L. LeeLum  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

Schedule I

U.S. Trademark Applications and Registrations

Name of Grantor	Trademark Registration	Registration Date	Registration Number
Steward Health Care System LLC		March 23, 2010	3,764,603
	<b>S STEWARD AND DESIGN</b>	12/4/2012	4,254,631
	<b>S STEWARD AND DESIGN</b>	12/4/2012	4,254,632
	<b>STEWARD</b>	7/31/2012	4,183,816
	<b>STEWARD COMMUNITY CARE</b>	3/12/2013	4,302,762
	<b>STEWARD COMMUNITY CHOICE</b>	3/12/2013	4,302,763

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Steward Health Care System LLC	<b>CARITAS</b>	11/5/2008	77/607455
	<b>S STYLIZED</b>	12/23/2010	85/204,779
	<b>CONTINUE</b>	8/13/2012	85/605,506
	<b>S AND DESIGN #</b>		85/204,762