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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

102902421

Original documents or copy thereof.

1. Name of conveying party(ies):

VHS of South Phoenix, Inc.

- Individuals
- General Partnership -
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Bank of America, N.A.

Internal Address: _____

Street Address: Mail Code: NC1-001-15-04 One Independence Center, 101 N. Tryon Street

City: Charlotte State: NC ZIP: 28255-0001

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- _____
- Other Collateral Agent

3. Nature of conveyance:

- Assignment
- Security Interest
- Other _____
- Merger
- Change of Name

Execution Date: September 21, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)

1857927, 1612346, 1436706

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rachael Sanderson

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved

3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in event of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rachael Sanderson
Name of Person Signing

Rachael Sanderson
Signature

12/10/04
Date

Total number of pages comprising cover sheet: **1**

OMB No. 0651-0011 (exp. 4/94)

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01 FC:8521 40.00 DP
02 FC:8522 50.00 DP

NEWYORK 4520721 (2K)

**TRADEMARK
REEL: 003091 FRAME: 0910**

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, VHS of South Phoenix, Inc., a Delaware corporation (the "Grantor") with principal offices at 1201 S. 7th Avenue, Phoenix, AZ 85007, hereby assigns and grants to Bank of America, N.A., as Collateral Agent, with principal offices at Mail Code: NC1-001-15-04 One Independence Center, 101 N. Tryon Street, Charlotte, NC 28255-0001 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of September 23, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

21 day of September, 2004.

VHS OF SOUTH PHOENIX, INC., Grantor

By Joseph D. Moore

Name: **Joseph D. Moore**

Title: **Executive Vice President, Chief
Financial Officer and Treasurer**

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By Kevin Wagley

Name: **KEVIN WAGLEY**

Title: **PRINCIPAL**

STATE OF New York)
COUNTY OF New York) ss.:

On this 21st day of September, 2004, before me personally came _____
Joseph D. Moore who, being by me duly sworn, did state as follows: that [s]he is
Executive V.P. of VHS of South Phoenix, Inc., that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.



Notary Public

ETHAN MINER
NOTARY PUBLIC, State of New York
No. 01MI6036478
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 24, 2008

STATE OF New York)
COUNTY OF New York) ss:

On this 22nd day of September, 2008, before me personally came _____
Kevin Wagley who, being by me duly sworn, did state as follows: that [s]he is
Principal of Bank of America, N.A., that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

Adam Greenhouse

Notary Public

ADAM GREENHOUSE
Notary Public, State of New York
No. 01GR6109518
Qualified in New York County
Commission Expires May 10, 2008

SCHEDULE A

Mark	Registration No.	Registration Date
EASY STREET'S FIRST PLACE	1857927	October 11, 1994
ESE & Design	1612346	September 4, 1990
EASY STREET ENVIRONMENTS	1436706	April 14, 1987