

2-16-05

03-03-2005



102952284

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

VHS of South Phoenix, Inc.

- Individual(s)
- General Partnership
- X Corporation-State Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) September 23, 2004

Additional names of conveying parties attached? Yes X No

3. Nature of conveyance

- Assignment
- X Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes X No

Name: Bank of America, N.A.

Internal

Address: Mail Code: NC1-001-15-04 One Independence Center

Street Address: 101 N Tryon Street

City: Charlotte

State: North Carolina

Country: United States Zip 28255-0001

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - X Other Collateral Agent
- Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1436706

Additional sheet(s) attached? Yes X No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Rachael Sanderson

Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York

State: New York Zip 10036

Phone Number: 212-819-7834

Fax Number: 212-354-8113

Email Address: trademarkdocket@whitecase.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- X Authorized to be charged to deposit account
- X Enclosed

8. Payment Information:

- a. Credit Card Last 4 Number _____ Expiration Date _____
- b. Deposit Account Number 23-1705 Authorized User Name _____

9. Signature:

Signature

Date

2/15/05

Rachael Sanderson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

03/02/2005 DBYRNE 00000107 1436706

01 FC:8521

40.00 DP

NEWYORK 4688349 (2K)

TRADEMARK
REEL: 003130 FRAME: 0552

**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

23rd 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, 2014, before me personally came _____

Joseph P. 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. 01M16036478
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 24, 2006

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

On this 22nd day of September, 2004, 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

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Service Mark "Easy Street Environments"	1,436,706	April 14, 1987

NEWYORK 4326728 (2K)

RECORDED: 02/16/2005

**TRADEMARK
REEL: 003130 FRAME: 0558**