

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midwest Division-RPC, LLC		03/25/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon, as Collateral Agent		
<b>Street Address:</b>	101 Barclay Street		
<b>Internal Address:</b>	Corporate Trust Administration, Floor 8W		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10286		
<b>Entity Type:</b>	Banking Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2098112	CARENET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7976		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Mindy M. Lok, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	041375/0028		
<b>NAME OF SUBMITTER:</b>	Mindy M. Lok		
<b>Signature:</b>	/ml/		

OP \$40.00 2098112

Date:

03/25/2009

**Total Attachments: 7**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 25, 2009 is made by Midwest Division-RPC, LLC, a Delaware limited liability company, located at One Park Plaza, Nashville, TN 37203 (the "Obligor"), in favor of The Bank of New York Mellon, a New York banking corporation, located at 101 Barclay Street, Corporate Trust Administration, Floor 8W, New York, New York 10286, as Collateral Agent (the "Collateral Agent") for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 17, 2006 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement"), among HCA Inc., a Delaware corporation, and parent of Obligor (the "Company"), HCA UK Capital Limited, a limited liability company (company no. 04779021) formed under the laws of England and Wales, (the "European Subsidiary Borrower") and together with the Company, the "Borrowers"), the lenders or other financial institutions or entities from time to time parties thereto (the "Lenders"), and Bank of America, N.A., as Administrative Agent, the Grantors have granted to the First Lien Collateral Agent a senior priority lien and security interest in the Collateral;

WHEREAS, pursuant to the terms, conditions and provisions of (a) the Indenture dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Company, the Guarantors listed on the signature pages thereto and The Bank of New York Mellon, as Trustee (in such capacity, the "Trustee"), (b) the Purchase Agreement dated November 9, 2006 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Purchase Agreement"), among Hercules Holding II, LLC ("Hercules Holding") and the several parties named in Schedule I thereto (the "Initial Purchasers") and (c) the Joinder Agreement dated as of the date hereof (the "Joinder Agreement") among the Company, the Subsidiary Grantors and the Initial Purchasers by which the Company and the Subsidiary Grantors will assume all of Hercules Holdings' obligations under the Purchase Agreement, the Company is issuing (i) \$1,000,000,000 aggregate principal amount of its 9½% Senior Secured Notes due 2014 (the "2014 Cash Pay Notes"), (ii) \$3,200,000,000 aggregate principal amount of its 9¼% Senior Secured Notes due 2016 (the "2016 Cash Pay Notes") and (iii) \$1,500,000,000 aggregate principal amount of its 9½%/10¾% Senior Secured Toggle Notes due 2016 (the "Toggle Notes" and, together with the 2014 Cash Pay Notes and the 2016 Cash Pay Notes, the "Notes"), which will be guaranteed on a senior secured basis by each of the Subsidiary Grantors;

WHEREAS, in connection with the Indenture, the Purchase Agreement and the Joinder Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of November 17, 2006, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Junior Lien Security Agreement");

WHEREAS, pursuant to the Junior Lien Security Agreement, the Obligor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all Intellectual Property, including the Trademarks;

WHEREAS, it is a condition precedent to the obligation of the Initial Purchasers to purchase the Notes under the Purchase Agreement that the Obligor shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Trustee to enter into the Indenture and the Initial Purchasers to purchase the Notes, the Obligor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Junior Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a lien on and security interest in, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

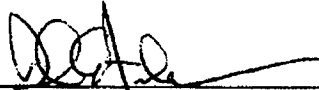
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Junior Lien Security Agreement and is expressly subject to the terms and conditions thereof. The Junior Lien Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Junior Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Junior Lien Security Agreement, the terms of the Junior Lien Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MIDWEST DIVISION-RPC, LLC

By:   
Name: David G. Anderson  
Title: Vice President and Treasurer  
Date:

THE BANK OF NEW YORK  
as Collateral Agent for the Secured Parties

By: \_\_\_\_\_  
Name:  
Title:  
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MIDWEST DIVISION-RPC, LLC

By: \_\_\_\_\_  
Name:  
Title:  
Date:

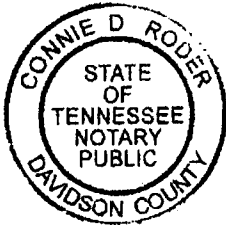
THE BANK OF NEW YORK MELLON  
as Collateral Agent for the Secured Parties

By: *Mary Miselis*  
Name:  
Title: MARY MISELIS  
Date: *March 21, 2009*  
VICE PRESIDENT

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Tennessee )  
 ) ss  
COUNTY OF Davidson )

On the \_\_\_ day of March, 2009, before me personally came David G. Anderson, who is personally known to me to be the Vice President and Treasurer of MIDWEST DIVISION-RPC, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Vice President and Treasurer in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.



My Commission  
Expires  
March 7, 2011

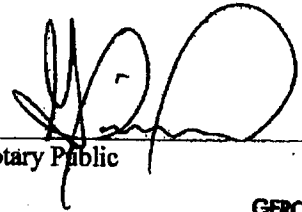
Connie D. Roder  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF )  
 ) ss  
COUNTY OF )

On the 27th day of March, 2009, before me personally came Mary Mxelis, who is personally known to me to be the Vice President of The Bank of New York Mellon; who, being duly sworn, did depose and say that she/he is the Vice President in such entity, the entity described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such entity; and that she/he acknowledged said instrument to be the free act and deed of said entity.

  
\_\_\_\_\_  
Notary Public

GEROLD PICARD  
Notary Public, State of New York  
No. 0176128836  
Qualified in Nassau County  
Commission Expires June 20, 2009  
(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Application / Registration Number</u>
Caret	2,098,112