

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - Junior Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCA - HealthONE LLC		10/27/2011	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Collateral Agent
Street Address:	101 Barclay Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1307559	HEALTH ONE
Registration Number:	1455788	SWEDISH MEDICAL CENTER
Registration Number:	2194859	INSTITUTE FOR LIMB PRESERVATION
Registration Number:	2194860	INSTITUTE FOR LIMB PRESERVATION
Registration Number:	2334897	HEALTH ONE
Registration Number:	2439860	HEALTH ONE
Registration Number:	2580192	LEADING HOSPITALS. TRUSTED CARE.
Registration Number:	2605394	1-877-LYFEGUARD
Registration Number:	2838970	SKY RIDGE MEDICAL CENTER
Registration Number:	2878022	THE LIMB PRESERVATION FOUNDATION
Registration Number:	2904672	1-877-HEALTHONE
Registration Number:	3270469	THE DENVER CLINIC FOR EXTREMITIES AT RISK
Registration Number:	3277239	SAVING LIMBS AND LIVES EVERYDAY
Registration Number:	3297522	THE DENVER CLINIC FOR EXTREMITIES AT RISK

TRADEMARK

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Registration Number:	3304448	
Registration Number:	3328072	ROCKY MOUNTAIN HOSPITAL FOR CHILDREN
Registration Number:	3334901	X
Registration Number:	3425872	ROCKY MOUNTAIN BLOOD AND MARROW TRANSPLANT PROGRAM
Registration Number:	3494843	THE LIMB PRESERVATION FOUNDATION
Registration Number:	3617397	HEALTHONE
Registration Number:	3620820	HEALTHONE
Registration Number:	3653467	SKY RIDGE MEDICAL CENTER BEYOND YOUR EXPECTATIONS
Registration Number:	3766530	CARDIAC ALERT
Registration Number:	3777624	
Registration Number:	3843393	ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDATION
Registration Number:	3905078	HEALTHONE EMERGENCY CARE
Registration Number:	3905079	HEALTHONE EXPRESS CARE
Registration Number:	3930212	ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDATION
Registration Number:	3955426	

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Phone: (212) 455-2222
Email: ksolomon@stblaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Marcela Robledo, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	041375/0052
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	11/01/2011

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of October 27, 2011 is made by HCA- HealthONE LLC, a Colorado 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, New York, New York 10286, as Collateral Agent (in such capacity, the “Junior Lien Collateral Agent”) for the benefit of the Secured Parties, as such term is defined in the Junior Lien Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 17, 2006, (as amended and restated as of May 4, 2011 and as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”), by and among HCA Inc., a Delaware corporation (“HCA”), 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 HCA, 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 and as Collateral Agent (the “First Lien Collateral Agent”), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers;

WHEREAS, in connection with the Credit Agreement, HCA and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of November 17, 2006 and amended and restated as of March 2, 2009, in favor of Bank of America, N.A., as Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “First Lien Security Agreement”);

WHEREAS, pursuant to the First Lien Security Agreement, HCA and certain of its subsidiaries pledged and granted to the First Lien Collateral Agent for the benefit of the First Lien Collateral Agent and the First Lien Secured Parties a continuing first priority lien and security interest in all Intellectual Property, including the Trademarks, to secure the Obligations under the Credit Agreement and any Additional First Lien Obligations;

WHEREAS, pursuant to the terms, conditions and provisions of (a) the Indenture dated as of February 19, 2009 (as modified and supplemented and in effect from time to time, the “Indenture”) between HCA, the Guarantors listed on the signature pages thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “Trustee”), and (b) the Purchase Agreement dated February 11, 2009 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Purchase Agreement”), among HCA, the several parties named in Schedule I thereto (the “Initial Purchasers”) and the Guarantors named therein, HCA issued \$310,000,000 aggregate principal amount of its 9 7/8% Senior Secured Notes due 2017 (the “Notes”), which were guaranteed on a senior secured basis by each of the Subsidiary Grantors;

WHEREAS, in connection with the Indenture and the Purchase Agreement, HCA and certain other subsidiaries of HCA have executed and delivered a Security Agreement, dated as of November 17, 2006, in favor of The Bank of New York Mellon, as Collateral Agent (the

“Junior Lien Collateral Agent”) (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the “Junior Lien Security Agreement”);

WHEREAS, the First Lien Collateral Agent and the Junior Lien Collateral Agent have entered into a General Intercreditor Agreement with respect to the Common Collateral (as defined therein), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “General Intercreditor Agreement”), pursuant to which the lien upon and security interest in the Collateral (as described herein) granted to the First Lien Collateral Agent pursuant to the First Lien Security Agreement and the related grant of the lien upon and security interest in all Intellectual Property, including the Trademarks, dated as of the date hereof is and shall be senior in all respects and prior to the lien upon and security interest in the Collateral granted pursuant to, and subject to the terms and conditions of, the Junior Lien Security Agreement and this Agreement;

WHEREAS, pursuant to a Membership Interest Purchase Agreement dated as of August 2, 2011, HCA Holdings, Inc. purchased The Colorado Health Foundation’s remaining ownership interest in the Obligor, thus acquiring the entire ownership interest in the Obligor;

WHEREAS, the Obligor is entering as of the date hereof into a Supplement No. 3 to the Junior Lien Security Agreement, whereby Obligor agrees to be bound by the terms and conditions of the Credit Agreement and the Junior Lien Security Agreement, as a Grantor under such documents;

WHEREAS, it is a condition precedent to the obligation of the Initial Purchasers to purchase the Notes under the Purchase Agreement that each Grantor (including the Obligor) shall have executed and delivered this Agreement to the Junior Lien Collateral Agent for the benefit of the Secured Parties, as such term is defined in the Junior Lien Security Agreement;

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

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 Junior Lien 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 Junior Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, 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 Junior

Lien Collateral Agent for the benefit of the Junior Lien Collateral Agent and 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 Indenture 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.

HCA-HealthONE LLC

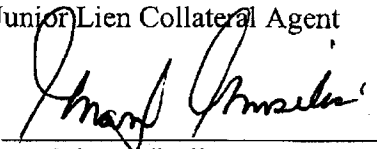
By: 

Name: _____

Title: _____

THE BANK OF NEW YORK MELLON,
as Junior Lien Collateral Agent

By:


Name: Mary Miselis

Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
HEALTH ONE	1,307,559
SWEDISH MEDICAL CENTER	1,455,788
INSTITUTE FOR LIMB PRESERVATION	2,194,859
INSTITUTE FOR LIMB PRESERVATION & Design	2,194,860
HEALTH ONE & Design	2,334,897
HEALTH ONE & Design	2,439,860
LEADING HOSPITALS. TRUSTED CARE.	2,580,192
1-877-LYFEGUARD	2,605,394
SKY RIDGE MEDICAL CENTER	2,838,970
THE LIMB PRESERVATION FOUNDATION	2,878,022
1-877-HEALTHONE	2,904,672
THE DENVER CLINIC FOR EXTREMITIES AT RISK	3,270,469
SAVING LIMBS AND LIVES EVERYDAY	3,277,239
THE DENVER CLINIC FOR EXTREMITIES AT RISK & Design	3,297,522
MISCELLANEOUS DESIGN	3,304,448
ROCKY MOUNTAIN HOSPITAL FOR CHILDREN	3,328,072
X & Design	3,334,901
ROCKY MOUNTAIN BLOOD AND MARROW TRANSPLANT PROGRAM & Design	3,425,872
THE LIMB PRESERVATION FOUNDATION	3,494,843
HEALTHONE	3,617,397
HEALTHONE (stylized)	3,620,820
SKY RIDGE MEDICAL CENTER BEYOND YOUR EXPECTATIONS	3,653,467
CARDIAC ALERT	3,766,530
MISCELLANEOUS DESIGN (HFC LOGO)	3,777,624
ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDATION	3,843,393
HEALTHONE EMERGENCY CARE	3,905,078
HEALTHONE EXPRESS CARE	3,905,079
ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDATION	3,930,212
MISCELLANEOUS DESIGN (CHF LOGO)	3,955,426