900232046 08/27/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMMUNITY HEALTH SYSTEMS, INC.		08/17/2012	CORPORATION: DELAWARE
BLUE ISLAND HOSPITAL COMPANY, LLC		08/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
CHS WASHINGTON HOLDINGS, LLC		IIN8/17/2012 I	LIMITED LIABILITY COMPANY: DELAWARE
QUORUM HEALTH RESOURCES, LLC		08/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
TRIAD HEALTHCARE CORPORATION		08/17/2012	CORPORATION: DELAWARE
YOUNGSTOWN OHIO HOSPITAL COMPANY, LLC		108/17/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	1988032	снѕ
Registration Number:	2442377	A TIP-TOP MATERNITY CLUB
Registration Number:	2463770	COMMUNITY CARES
Registration Number:	2501702	COMMUNITY CARES
Registration Number:	2463771	COMMUNITY CARES
Registration Number:	2499955	COMMUNITY CARES

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TRADEMARK

Registration Number:	3852138	HEALTHY WOMAN
Registration Number:	2750685	GATEWAY HOME CARE
Registration Number:	2775950	GATEWAY MEDICAL CENTER
Registration Number:	3037881	REDIMED
Registration Number:	3111485	REHABILITATION HOSPITAL OF FORT WAYNE
Registration Number:	3119373	KCH REGIONAL REHABILITATION CENTER
Registration Number:	3131393	LUTHERAN HEART PAVILION
Registration Number:	3140091	MARY BLACK HEALTH SYSTEM
Registration Number:	3144409	LUTHERAN CHILDREN'S HOSPITAL
Registration Number:	3144410	LUTHERAN HOSPITAL OF INDIANA
Registration Number:	3156408	LUTHERAN HEART CENTER
Registration Number:	3166943	LUTHERAN SLEEP DISORDERS CENTER
Registration Number:	3167543	
Registration Number:	3179375	ST. JOSEPH BEHAVIORAL HEALTH
Registration Number:	3185051	LUTHERAN HEALTH NETWORK
Registration Number:	3185595	BIRTHPLACE AT KOSCIUSKO COMMUNITY HOSPITAL
Registration Number:	3191986	INNOVATIVE RECOVERIES
Registration Number:	3322657	NORTHWEST HEALTH SYSTEM
Registration Number:	3285337	
Registration Number:	3322661	NORTHWEST HEALTH SYSTEM
Registration Number:	3361686	FAMILY TREE HEALTHCARE
Registration Number:	3444757	
Registration Number:	3437433	THOUGHTFUL CARE
Registration Number:	3299222	LABCARE PLUS
Registration Number:	3299223	LABCARE PLUS
Registration Number:	3321061	TRINITY MEDICAL CENTER
Registration Number:	3321062	TRINITY MEDICAL CENTER
Registration Number:	3074195	QHR
Registration Number:	3153336	QHR
Registration Number:	3345425	SURVIVE AND THRIVE
Registration Number:	3719929	QHR EQUITY MANAGEMENT SOLUTIONS
Registration Number:	3737811	QHR QUORUM HEALTH RESOURCES
Registration Number:	3916779	QHR INTENSIVE RESOURCES
Registration Number:	4030986	REFORM READY
Registration Number:	3836740	VANTAGE SCORECARD

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	4024411	VANTAGE LMS
Registration Number:	4032424	QUORUM PURCHASING ADVANTAGE
Registration Number:	4128270	QHR HEALTHCARE AFFILIATES
Registration Number:	1662085	
Registration Number:	2194834	тмн
Registration Number:	3710989	METROSOUTH MEDICAL CENTER
Serial Number:	77929467	HEALTHCARE NORTHWEST INTEGRATED DELIVERY SYSTEM
Serial Number:	85462774	ROCKWOOD HEALTH SYSTEM
Serial Number:	77909121	QUORUM SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8668265420

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

via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc. Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	38107
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/27/2012

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TRADEMARK SECURITY AGREEMENT dated as of August 17, 2012 (this "Agreement"), among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation, BLUE ISLAND HOSPITAL COMPANY, LLC, a Delaware limited liability company, CHS WASHINGTON HOLDINGS, LLC, a Delaware limited liability company, QUORUM HEALTH RESOURCES, LLC, a Delaware limited liability company, **TRIAD HEALTHCARE** CORPORATION, Delaware YOUNGSTOWN corporation and OHIO HOSPITAL COMPANY, LLC, a Delaware limited liability company (each a "Grantor", and collectively, the "Grantors") and CREDIT SUISSE AG, as Collateral Agent (the "Collateral Agent").

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"), Community Health Systems, Inc., a Delaware corporation (the "Parent"), the Subsidiaries of the Company party thereto and the Collateral Agent, (b) the Underwriting Agreement dated as of August 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Underwriting Agreement") among the Company, the Guarantors party thereto and Credit Suisse Securities (USA) LLC, as representative of the several underwriters specified therein (the "Representative"), (c) the Indenture dated as of August 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Company, the Guarantors party thereto and Regions Bank, as trustee (the "Trustee"), and (d) that certain designation certificate delivered to the Collateral Agent pursuant to Section 7.09(c) of the Security Agreement in order to secure the Notes and related obligations on a pari passu basis with the other obligations secured under the Security Agreement (subject to certain exceptions in the case of pledged stock). The Trustee and underwriters referred to above have agreed to purchase \$1,600,000,000 aggregate principal amount of 5.125% Senior Secured Notes due 2018 of the Company (the "Notes") on the terms and subject to the conditions set forth in the Underwriting Agreement. The obligations of the underwriters to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the issuance of the Notes pursuant to the Indenture and is willing to execute and deliver this Agreement in order to induce the underwriters to purchase the Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the

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Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and applications for registration (other than intent-to-use applications) in the United States Patent and Trademark Office (or any successor office), and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "*Trademarks*");
 - (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

Notwithstanding the foregoing, no applications for registration of Trademarks filed in the United States Patent and Trademark Office on an intent-to-use basis will be included in the Trademark Collateral until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to such Trademark, to the extent that the grant of a security interest in any such Trademark application would adversely affect the validity or enforceability or result in cancelation or voiding of such Trademark application.

SECTION 3. <u>Security Agreement</u>. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. <u>Choice of Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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CHS/COMMUNITY HEALTH SYSTEMS,

INC.,

by

Name: Rachel A. Seifert

Title: Executive Vice President, Secretary and General Counsel

[Signature Page to Trademark Security Agreement]

BLUE ISLAND HOSPITAL COMPANY,

LLC,

by

Name: Rachel A. Seifert

Title: Executive Vice President

CHS WASHINGTON HOLDINGS, LLC,

Name: Rachel A. Seifert Title: Executive Vice President

QUORUM HEALTH RESOURCES, LLC,

by

Name: Rachel A. Seifert Title: Executive Vice President

TRIAD HEATHCARE CORPORATION,

Name: Rachel A. Seifert Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

YOUNGSTOWN OHIO HOSPITAL COMPANY, LLC,

by

Name: Rachel A. Seifert

Title: Executive Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name:/ Title:

ROBERT HETU MANAGING DIRECTOR

by

Name: Title:

Rahul Parmar Associate

Schedule I

I. Trademarks

Registered Owner	<u>U.S. Mark</u>	Reg. Date	Reg. No.
CHS/Community Health Systems, Inc.	CHS	7/23/1996	1988032
	A TIP-TOP MATERNITY CLUB	4/10/2001	2442377
CHS/Community Health Systems, Inc.		6/26/2001	2463770
CHS/Community Health Systems, Inc.	Community Cares	10/30/2001	2501702
Community Health Systems Professional Services Corporation	COMMUNITY CARES Standard Character CL 35	6/26/2001	2463771
Community Health Systems Professional Services Corporation	COMMUNITY CARES standard character CL 41	10/23/2001	2499955
Community Health Systems Professional Services Corporation (assigned by Community Health Systems, Inc. on 1/13/2011)	HEALTHY WOMAN	9/28/2010	3852138

Registered Owner	<u>Mark</u>	Reg No	Reg Date
Triad Healthcare Corporation	GATEWAY HOME	2750685	8/12/03
	CARE		
Triad Healthcare Corporation	GATEWAY MEDICAL	2775950	10/21/03
_	CENTER		
Triad Healthcare Corporation	REDIMED	3037881	1/3/06
Triad Healthcare Corporation	REHABILTIATION	3111485	7/4/06
	HOSPITAL OF FORT		
	WAYNE		

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Triad Healthcare Corporation		3119373	7/25/06
	REHABILITATION		
	CENTER		
Triad Healthcare Corporation	LUTHERAN HEART	3131393	8/15/06
•	PAVILION		
Triad Healthcare Corporation		3140091	9/5/06
	HEALTH SYSTEM &	5110051	7/3/00
	Design Design		
T : 1 II 1/1 C		2144400	0/10/06
Triad Healthcare Corporation		3144409	9/19/06
	CHILDREN'S		
	HOSPITAL		
Triad Healthcare Corporation	LUTHERAN	3144410	9/19/06
	HOSPITAL OF		
	INDIANA		
Triad Healthcare Corporation		3156408	10/17/06
	CENTER	2100.00	10/1//00
Triad Healthcare Corporation		3166943	10/31/06
	DISORDERS CENTER	3100943	10/31/00
T 1 1 1 1 C		2167742	11/7/06
Triad Healthcare Corporation		3167543	11/7/06
	(Leaf Design)		
Triad Healthcare Corporation	ST. JOSEPH	3179375	12/5/06
	BEHAVIORAL		
	HEALTH		
Triad Healthcare Corporation	LUTHERAN HEALTH	3185051	12/12/06
	NETWORK		
Triad Healthcare Corporation		3185595	12/19/06
	KOSCIUSKO	3103373	12/19/00
	COMMUNITY		
m: 111 11 0	HOSPITAL & Design	2101006	1/0/07
Triad Healthcare Corporation		3191986	1/2/07
	RECOVERIES		
Triad Healthcare Corporation	NORTHWEST HEALTH	3322657	10/30/07
	SYSTEM		
Triad Healthcare Corporation	NORTHWEST HEALTH	3285337	8/28/07
•	SYSTEM (Design		
	ONLY)		
Triad Healthcare Corporation	/	3322661	10/30/07
	SYSTEM & Design	3322001	10/30/07
Tried Healthoure Componetics	Ÿ	2261696	1/1/09
Triad Healthcare Corporation		3361686	1/1/08
m: 111 C	HEALTHCARE		
Triad Healthcare Corporation			
		3444757	6/10/08
Tried Health same Comment	TIOICHTEH CARE	2427422	5/27/09
Triad Healthcare Corporation		3437433	5/27/08
Triad Healthcare Corporation	LABCAKE PLUS	3299222	9/25/07

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Triad Healthcare Corporation	LABCARE PLUS &	3299223	9/25/07
	Design		
Triad Healthcare Corporation	TRINITY MEDICAL	3321061	10/23/07
	CENTER		
Triad Healthcare Corporation	TRINITY MEDICAL	3321062	10/23/07
	CENTER & Design		

Registered Owner	U.S. Mark	Reg. Date	Reg. No.
Quorum Health	QHR	3/28/2006	3074195
Resources, LLC	QIIX	3/20/2000	3074173
Quorum Health	QHR		3153336
Resources, LLC		10/10/2006	3133330
0 77 11			
Quorum Health			
Resources, LLC	SURVIVE AND THRIVE	11/27/2007	3345425
	SURVIVE AND THRIVE		
Quorum Health			
Resources, LLC			
,	AT TTO Examin	10/1/2000	2710020
	OHR Solutions	12/1/2009	3719929
Quorum Health	OHR QUORUM		
Resources, LLC	AT III ARYEN PERCONCES	1/12/2010	3737811
Quorum Health			
Resources, LLC	OHR INVENSIVE PROPERTY.	0/0/0011	2016550
,		2/8/2011	3916779
Quorum Health			
Resources, LLC	REFORM READY	9/27/2011	4030986
Quorum Health			
Resources, LLC	VANTAGE SCORECARD	8/24/2010	3836740
		8/24/2010	3630740
O			
Quorum Health	VANTAGE LMS		
Resources, LLC	VIII III DE LIVIO	9/13/2011	4024411
Quorum Health			
Resources, LLC	LUOIUM	9/27/2011	4032424
	PURCHASING ADVANTAGE		

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Quorum Health Resources, LLC	4/16/2012	4128270
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Registered Owner	<u>U.S. Mark</u>	Reg Date	Reg. No.
Youngstown Ohio Hospital Company, LLC	SIL	10/22/1991	1662085
Youngstown Ohio Hospital Company, LLC	ТМН	10/13/1998	2194834

Registered Owner	U.S. Mark	Reg. Date	Reg. No.
Blue Island Hospital	METROSOUTH	11/17/2009	3710989
Company, LLC	MEDICAL CENTER		

II. Trademark Applications

Registered Owner	U.S. Mark	App. Date	App. No.
CHS Washington	HEALTHCARE		
Holdings LLC	NORTHWEST	Filed 2/5/2010	S.N. 77/929467
	INTEGRATED DELIVERY	F11 eu 2/3/2010	5.IN. 11/929401
	SYSTEM		
CHS Washington	ROCKWOOD HEALTH	Filed	S.N. 85/462,774
Holdings LLC	SYSTEM	11/2/2011	5.IN. 63/402,774
Quorum Health Resources, LLC	Quorum	Filed 1/11/2010	S.N. 77/909121

III. Trademark Licenses

None.

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