

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
CHS/Community Health Systems, Inc.		12/17/2012	CORPORATION: DELAWARE
BLUE ISLAND HOSPITAL COMPANY, LLC		12/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
CHS WASHINGTON HOLDINGS, LLC		12/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
QUORUM HEALTH RESOURCES, LLC		12/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
TRIAD HEALTHCARE CORPORATION		12/17/2012	CORPORATION: DELAWARE
YOUNGSTOWN OHIO HOSPITAL COMPANY, LLC		12/17/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, 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: 26

Property Type	Number	Word Mark
Registration Number:	3852138	HEALTHY WOMAN
Registration Number:	3322657	NORTHWEST HEALTH SYSTEM
Registration Number:	3285337	
Registration Number:	3322661	NORTHWEST HEALTH SYSTEM
Registration Number:	3361686	FAMILY TREE HEALTHCARE
Registration Number:	3444757	

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Registration Number:	3437433	THOUGHTFUL CARE
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
Registration Number:	4024411	VANTAGE LMS
Registration Number:	4032424	QUORUM PURCHASING ADVANTAGE
Registration Number:	4128270	QHR HEALTHCARE AFFILIATES
Registration Number:	1662085	
Registration Number:	2194834	TMH
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:	38286
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/18/2012

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

CHS/Community Health Systems, Inc.

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

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 17, 2012

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse AG, as Collateral Agent

Internal _____

Address: _____

Street Address: 11 Madison Avenue

City: New York

State: New York

Country: United States Zip: 10010

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Switzerland

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)
PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE.

Additional sheet(s) attached? Yes No

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

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

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved: 26

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

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Jordana Dreyfuss

Signature

December 18, 2012

Date

Jordana Dreyfuss

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL CONVEYING PARTIES

1. BLUE ISLAND HOSPITAL COMPANY, LLC, a Delaware LLC
2. CHS WASHINGTON HOLDINGS, LLC, a Delaware LLC
3. QUORUM HEALTH RESOURCES, LLC, a Delaware LLC
4. TRIAD HEALTHCARE CORPORATION, a Delaware LLC
5. YOUNGSTOWN OHIO HOSPITAL COMPANY, LLC, a Delaware LLC

TRADEMARK SECURITY AGREEMENT dated as of December 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, a Delaware corporation and YOUNGSTOWN 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 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 "*Borrower*"), Community Health Systems, Inc., a Delaware corporation (the "*Parent*"), the Subsidiaries from time to time party thereto and the Collateral Agent and (b) the Second Amended and Restated Credit Agreement dated as of February 12, 2012 (as further amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the Parent, the lenders from time to time party thereto (the "*Lenders*") and Credit Suisse AG, as administrative agent and Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the 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, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country, and all extensions or renewals thereof, including those listed on Schedule I (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. Security Agreement. 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. Execution in Counterparts. This Agreement may be executed in any number or 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. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHS/COMMUNITY HEALTH SYSTEMS,
INC.,

by

James W. Doucette
Name: James W. Doucette
Title: Vice President & Treasurer

BLUE ISLAND HOSPITAL COMPANY,
LLC,

by

James W. Doucette
Name: James W. Doucette
Title: Vice President & Treasurer

CHS WASHINGTON HOLDINGS, LLC,

by

James W. Doucette
Name: James W. Doucette
Title: Vice President & Treasurer

QUORUM HEALTH RESOURCES, LLC,

by

James W. Doucette
Name: James W. Doucette
Title: Vice President & Treasurer

TRIAD HEALTHCARE CORPORATION,

by

James W. Doucette
Name: James W. Doucette
Title: Vice President & Treasurer

YOUNGSTOWN OHIO HOSPITAL
COMPANY, LLC,

by

James W. Doucette
Name: James W. Doucette
Title: Vice President & Treasurer

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

by:



Name: Ari Bruger
Title: Vice President


by:




Name:
Title: Rahul Parmar
Associate

Schedule I


I. Trademarks

<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Community Health Systems Professional Services Corporation (assigned by Community Health Systems, Inc. on 1/13/2011)		9/28/2010	3852138

<u>Registered Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Triad Healthcare Corporation	NORTHWEST HEALTH SYSTEM	3322657	10/30/07
Triad Healthcare Corporation	NORTHWEST HEALTH SYSTEM (Design ONLY)	3285337	8/28/07
Triad Healthcare Corporation	NOTHWEST HEALTH SYSTEM & Design	3322661	10/30/07
Triad Healthcare Corporation	FAMILY TREE HEALTHCARE	3361686	1/1/08
Triad Healthcare Corporation		3444757	6/10/08
Triad Healthcare Corporation	THOUGHTFUL CARE	3437433	5/27/08
Triad Healthcare Corporation	TRINITY MEDICAL CENTER	3321061	10/23/07
Triad Healthcare Corporation	TRINITY MEDICAL CENTER & Design	3321062	10/23/07

<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Quorum Health Resources, LLC	QHR	3/28/2006	3074195
Quorum Health Resources, LLC	QHR	10/10/2006	3153336
Quorum Health Resources, LLC	SURVIVE AND THRIVE	11/27/2007	3345425

Quorum Health Resources, LLC		12/1/2009	3719929
Quorum Health Resources, LLC		1/12/2010	3737811
Quorum Health Resources, LLC		2/8/2011	3916779
Quorum Health Resources, LLC	REFORM READY	9/27/2011	4030986
Quorum Health Resources, LLC	VANTAGE SCORECARD	8/24/2010	3836740
Quorum Health Resources, LLC	VANTAGE LMS	9/13/2011	4024411
Quorum Health Resources, LLC		9/27/2011	4032424
Quorum Health Resources, LLC		4/16/2012	4128270

Registered Owner	U.S. Mark	Reg. Date	Reg. No.
Youngstown Ohio Hospital Company, LLC		10/22/1991	1662085
Youngstown Ohio Hospital Company, LLC	TMH	10/13/1998	2194834

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

II. Trademark Applications

Registered Owner	U.S. Mark	App. Date	App. No.
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[[3365495]]

CHS Washington Holdings LLC	HEALTHCARE NORTHWEST INTEGRATED DELIVERY SYSTEM	Filed 2/5/2010	S.N. 77/929467
CHS Washington Holdings LLC	ROCKWOOD HEALTH SYSTEM	Filed 11/2/2011	S.N. 85/462,774
Quorum Health Resources, LLC		Filed 1/11/2010	S.N. 77/909121

III. Trademark Licenses

None.