### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/01/2013	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	VHS Acquisition Subsidiary Number 9, Inc.
Street Address:	115 Lincoln Street
City:	Framingham
State/Country:	MASSACHUSETTS
Postal Code:	01702
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1743724	METROWEST MEDICAL CENTER
Registration Number:	2351242	METROWEST WELLNESS CENTER

### **CORRESPONDENCE DATA**

3026365454 Fax Number:

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

via US Mail.

Phone: 800-927-9801 x 62348 Email: jpaterso@cscinfo.com Correspondent Name: **Corporation Service Company** 

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	830369-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/

**REEL: 005122 FRAME: 0088** 

**TRADEMARK** 

Date:	10/01/2013
Total Attachments: 4 source=10-1-13 BOA-VHS-PT#page1.tif source=10-1-13 BOA-VHS-PT#page2.tif source=10-1-13 BOA-VHS-PT#page3.tif source=10-1-13 BOA-VHS-PT#page4.tif	

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Plear	se record the attached documents or the new address(es) below.
Name of conveying party(ies):  Bank of America, N.A.	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  No  Name: VHS Acquisition Subsidiary Number 9, Inc.
☐ Individual(s) ☐ Association   ☐ Partnership ☐ Limited Partnership   ☐ Corporation- State: ☐ Other Bank   ☐ Citizenship (see guidelines) USA   Additional names of conveying parties attached? ☐ Yes ☒ No   3. Nature of conveyance/Execution Date(s):   Execution Date(s) October 1, 2013   ☐ Assignment ☐ Merger   ☐ Security Agreement ☐ Change of Name	Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship USA-DE  Other  Citizenship  If assignee is not domiciled in the United States, a domestic
A. Application number(s) or registration number(s) and A. Trademark Application No.(s)  See Schedule I  C. Identification or Description of Trademark(s) (and Filing	(Designations must be a separate document from assignment)  didentification or description of the Trademark.  B. Trademark Registration No.(s)  See Schedule I  Additional sheet(s) attached?   Yes No
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	Authorized to be charged to deposit account Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: <u>(212)</u> 701-3365	Deposit Account Number
Docket Number:	Authorized User Name
Email Address: ecarrera@cahill.com	7 dillorized dod Pario
9. Signature:	October 1, 2013
Signature Elaine Carrera	Date
Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

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

## RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

### THIS RELEASE OF GRANT OF SECURITY INTEREST IN UNITED

**STATES TRADEMARKS** (this "Release") is made as of October 1, 2013 (the "Effective Date"), by Bank of America, N.A., as collateral agent (in such capacity, the "Collateral Agent"), in favor of VHS Acquisition Subsidiary Number 9, Inc. (the "Pledgor").

WHEREAS, pursuant to the terms and conditions of that certain Grant of Security Interest in United States Trademarks, dated as of January 29, 2010 (the "<u>Trademark Security Agreement</u>"), the Pledgor granted to the Collateral Agent a security interest in (i) all of its right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule I hereto (the "<u>Marks</u>"), (ii) all Proceeds (as such term is defined in that certain Security Agreement among the Pledgor, the other assignors from time to time party thereto and the Collateral Agent, dated as of January 29, 2010 (as amended, modified, restated and/or supplemented from time to time) and products of the Marks, (iii) the goodwill of the business with which the Marks are associated and (iv) all causes of action arising prior to or after the date thereof for infringement of any of the Marks or unfair competition regarding the same (collectively, the "<u>Trademarks</u>");

**WHEREAS,** the Trademark Security Agreement was recorded with the Assignment Division of the U.S. Patent & Trademark Office on January 29, 2010, at Reel 4140 and Frame 719;

**WHEREAS**, all of the Obligations of the Pledgor to release the Collateral Agent's security interest in the Trademarks have been satisfied and fulfilled or otherwise extinguished, and the parties seek to make record of the Collateral Agent's release to the Pledgor of any and all of its security interest in the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, discharges, reassigns and releases any and all liens and security interests it has in, to and under all of the Trademarks, including, without limitation, the registrations and recordings thereof, and applications filed in connection therewith set forth on Schedule I hereto.

If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Trademarks, it hereby irrevocably re-assigns and re-transfers all such rights, title and interest to the Pledgor.

The Collateral Agent shall take all further actions, and provide to the Pledgor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution, acknowledgement, procurement and delivery of any and all documents or other instruments), reasonably requested by the Pledgor, and at Pledgor's cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., as Collateral Agent,

By:

Vamealyss A. Trakes

Title:

Director

### **SCHEDULE I**

### to

# RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

### **UNITED STATES TRADEMARKS:**

**RECORDED: 10/01/2013** 

REGISTRATION NUMBER/SERIAL NUMBER	TRADEMARK
Reg. No. 1743724 Ser. No. 74/188671	MetroWest Medical Center
Reg. No. 2351242 Ser. No. 75/495723	MetroWest Medical Center