

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425726

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STEWARD ROCKLEDGE HOSPITAL, INC.		05/01/2017	Corporation: DELAWARE
STEWARD MELBOURNE HOSPITAL, INC.		05/01/2017	Corporation: DELAWARE
STEWARD NORTHSIDE MEDICAL CENTER, INC.		05/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A., as Administrative Agent		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3078850	WUESTHOFF HEALTH SYSTEM	
<b>Registration Number:</b>	3078851	WUESTHOFF HEALTH SYSTEM	
<b>Registration Number:</b>	1662085		
<b>Registration Number:</b>	2194834	TMH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212.310.8477		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Gina B. Lawrence		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Gina Lawrence-35899.0568		
<b>NAME OF SUBMITTER:</b>	Gina B. Lawrence		

CH \$115.00 3078850

<b>SIGNATURE:</b>	/Gina B. Lawrence/
<b>DATE SIGNED:</b>	05/01/2017
<b>Total Attachments: 5</b> source=Steward - Trademark Security Agreement (Executed)#page1.tif source=Steward - Trademark Security Agreement (Executed)#page2.tif source=Steward - Trademark Security Agreement (Executed)#page3.tif source=Steward - Trademark Security Agreement (Executed)#page4.tif source=Steward - Trademark Security Agreement (Executed)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Agreement") is entered into as of May 1, 2017, among Steward Rockledge Hospital, Inc., a Delaware corporation with offices located at 110 Longwood Ave., Rockledge, Florida 32955, Steward Melbourne Hospital, Inc., a Delaware Corporation with offices located at 250 N Wickham Road, Melbourne, Florida 32935 and Steward Northside Medical Center, Inc. a Delaware corporation with offices located at 500 Gypsy Lane, Youngstown, Ohio 44501 (each a "Grantor", and collectively, the "Grantors"), and CITIBANK, N.A., a national banking association with offices located at 388 Greenwich Street, New York, New York 10013, in its capacity as Administrative Agent (as defined in the Security Agreement referenced below) (in such capacity, the "Grantee").

WHEREAS, the Grantors, the Grantee, and the Lenders have entered into a Credit Agreement dated as of June 20, 2011 (as may be amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors and the Grantee have entered into a Pledge and Security Agreement dated as of June 20, 2011 (as may be amended or modified from time to time, the "Security Agreement"), in order to induce the Lenders to enter into and extend credit to the Borrowers and to secure the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Grantee, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located to secure the prompt and complete payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest. Each Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Lenders, a security interest in all of its right, title and interest in, to and under the following Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance of the Secured Obligations:

(a) (1) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those set forth on Schedule I hereto; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue

for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (5) all rights corresponding to any of the foregoing throughout the world (collectively the "Trademarks"); and

(b) (1) any and all licensing agreements or similar arrangements in and to its Trademarks, (2) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation damages and payments for past and future breaches thereof, and (3) all rights to sue for past, present and future breaches thereof.

Notwithstanding anything to contrary, the security interest granted hereunder shall not attach to, and the term "Trademark Collateral" shall not include any "intent to use" trademark applications for which a statement of use has not been filed with the U.S. Patent and Trademark Office but only to the extent that the grant of security interest and Lien would invalidate such trademark applications.

3) Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Grantee shall determine, in its discretion, which terms shall control.

4) Term. The term of this Agreement is coterminous with the term of the Security Agreement.

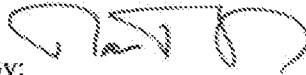
5) **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

6) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, each Grantor has executed this Agreement effective as of the date first written above.

STEWARD MELBOURNE HOSPITAL, INC.  
STEWARD ROCKLEDGE HOSPITAL, INC.  
STEWARD NORTHSIDE MEDICAL CENTER, INC.

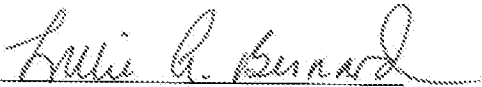


By: \_\_\_\_\_  
Name: Mark Rich  
Title: Treasurer

STATE OF MASSACHUSETTS )  
Suffolk COUNTY )

On 4-27, 2017, before me, Lillie Bernard, Notary Public, personally appeared Mark Rich, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)



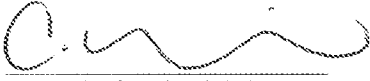
Notary Public, State of MASSACHUSETTS

My Commission Expires: 6-13-19



LILLIE A. BERNARD  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 13, 2019

CITIBANK, N.A.

By 

Name: Christopher Marino



Title: Vice President and Director

Signature Page to  
Trademark Security Agreement

**TRADEMARK**  
**REEL: 006046 FRAME: 0296**

TRADEMARK SECURITY AGREEMENT

SCHEDULE I

<p>Steward Rockledge Hospital, Inc. and Steward Melbourne Hospital, Inc.</p>	<p>WUESTHOFF HEALTH SYSTEM</p> <p>Hospital and health care services, namely, preventive, diagnostic, therapeutic and surgical services, obstetric and gynecology services, home health care services, mental health care services, and physical rehabilitation services, Class 44</p>	<p>4/11/2006</p>	<p>3,078,850</p>
<p>Steward Rockledge Hospital, Inc. and Steward Melbourne Hospital, Inc.</p>	<p> WUESTHOFF HEALTH SYSTEM and Design</p> <p>Hospital and health care services, namely, preventive, diagnostic, therapeutic and surgical services, obstetric and gynecology services, home health care services, mental health care services, and physical rehabilitation services, Class 44</p>	<p>4/11/2006</p>	<p>3,078,851</p>
<p>Steward Northside Medical Center, Inc.</p>	<p> Des. PATIENT MOVING FROM WHEELCHAIR</p> <p>CI. 42 Rehabilitation services for drug and alcohol addicted patients and physical therapy services</p>	<p>10/22/1991</p>	<p>1662085</p>
<p>Steward Northside Medical Center, Inc.</p>	<p>TMH CI. 42 Hospitals</p>	<p>10/13/1998</p>	<p>2194834</p>