

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HEALTH MANAGEMENT ASSOCIATES, INC.		01/02/2018	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A., AS AGENT		
<b>Street Address:</b>	111 WEST MONROE STREET		
<b>Internal Address:</b>	20TH FLOOR EAST		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5086982	HMA COMMUNITY STRATEGIES	
<b>Registration Number:</b>	4857015	HMA COMMUNITY STRATEGIES	
<b>Registration Number:</b>	4718969	HMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774688		
<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>	(312)577-8416		
<b>Email:</b>	carole.dobbins@kattenlaw.com		
<b>Correspondent Name:</b>	Carole Dobbins c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe St.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	CAROLE DOBBINS		
<b>SIGNATURE:</b>	/CAROLE DOBBINS/		
<b>DATE SIGNED:</b>	01/02/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 2, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BMO Harris Bank N.A. ("BMO"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 2, 2018, (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and BMO, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral owned such Grantor in its own name (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, to the extent required by the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HEALTH MANAGEMENT ASSOCIATES, INC.  
as Grantor

By: *Bruce Gould*  
Name: Bruce Gould  
Title: Vice President, Secretary and Chief  
Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

BMO HARRIS BANK N.A.  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

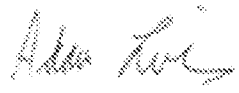
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HEALTH MANAGEMENT ASSOCIATES, INC.  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

BMO HARRIS BANK N.A.  
as Agent

By:  \_\_\_\_\_  
Name: Adam Lively  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date	Status
HMA COMMUNITY STRATEGIES	Health Management Associates, Inc.	86180340	1/30/14	5086982	11/22/16	Registered
HMA COMMUNITY STRATEGIES	Health Management Associates, Inc.	86977422	1/30/14	4857015	11/17/15	Registered
HMA	Health Management Associates, Inc.	86180359	1/30/14	4718969	4/14/14	Registered

2. TRADEMARK APPLICATIONS

Mark	Owner	Application No.	Application Date	Status
HMA MEDICAID MARKET SOLUTIONS	Health Management Associates, Inc.	87316009	1/27/17	Pending-intent to use

3. IP LICENSES

None.