

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHS/Community Health Systems, Inc.		05/19/2021	Corporation: DELAWARE
CHSPSC, LLC		05/19/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Regions Bank, as Junior-Priority Collateral Agent
Street Address:	1180 West Peachtree Street, Suite 1200
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1988032	CHS
Registration Number:	2775950	GATEWAY MEDICAL CENTER
Registration Number:	3285337	
Registration Number:	3444757	
Registration Number:	3037881	REDIMED
Registration Number:	3144409	LUTHERAN CHILDREN'S HOSPITAL
Registration Number:	3185051	LUTHERAN HEALTH NETWORK
Registration Number:	6157240	LUTHERAN HEALTH NETWORK
Registration Number:	6141356	LUTHERAN AIR
Registration Number:	3156408	LUTHERAN HEART CENTER
Registration Number:	3131393	LUTHERAN HEART PAVILION
Registration Number:	3144410	LUTHERAN HOSPITAL OF INDIANA
Registration Number:	3111485	REHABILITATION HOSPITAL OF FORT WAYNE
Registration Number:	3179375	ST. JOSEPH BEHAVIORAL HEALTH
Registration Number:	3167543	
Registration Number:	3166943	LUTHERAN SLEEP DISORDERS CENTER
Registration Number:	4242072	COMMONWEALTH HEALTH

OP \$740.00 1988032

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5042163	ALLIANCE HEALTH OKLAHOMA
Registration Number:	2499955	COMMUNITY CARES
Registration Number:	2463771	COMMUNITY CARES
Registration Number:	3852138	HEALTHY WOMAN
Registration Number:	4416896	MEDSTAT
Registration Number:	4921138	MY HEALTH HOME
Registration Number:	4921170	MYHEALTHINFOHOME
Registration Number:	4921169	MY HEALTHINFOHOME
Registration Number:	5474936	SENIOR CIRCLE
Registration Number:	4107963	TINY TOES A TIP - TOP OB CLUB
Registration Number:	5300774	VIRTUALHEALTH CONNECT
Serial Number:	88800662	LUTHERAN DOWNTOWN HOSPITAL

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1375844 TM
NAME OF SUBMITTER:	Elizabeth Wagenbach
SIGNATURE:	/Elizabeth Wagenbach/
DATE SIGNED:	05/19/2021

Total Attachments: 6

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- source=CHS - Trademark Cover Sheet#page8.tif

TRADEMARK SECURITY AGREEMENT dated as of May 19, 2021 (this “*Agreement*”), among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the “*Company*”), together with the other entities listed on the signature pages hereof (each, including the Company, a “*Grantor*”, and collectively, the “*Grantors*”) and REGIONS BANK, as the junior-priority collateral agent (the “*Collateral Agent*”).

Reference is made to (a) the Amended and Restated Junior-Priority Collateral Agreement dated as of February 2, 2021 (as further amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Company, Community Health Systems, Inc., a Delaware corporation, the Subsidiaries of the Company from time to time party thereto and the Collateral Agent and (b) that certain Indenture, dated as of May 19, 2021, governing the Company’s 6.125% Junior-Priority Secured Notes due 2030 (as amended, restated, supplemented or otherwise modified from time to time), (the “*Indenture*”), among the Company, each Guarantor party thereto, Regions Bank, an Alabama banking corporation, as trustee and as the Collateral Agent, together with the global notes evidencing the securities issued thereunder on May 19, 2021 and the guarantees thereof. The Secured Parties have agreed to extend credit to the Company subject to the terms and conditions set forth in the Indentures. The obligations of the Secured Parties to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit to the Company pursuant to the Indentures and are willing to execute and deliver this Agreement in order to induce the Secured Parties 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 Security Agreement. 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 permitted assigns, for the ratable benefit of the Secured Parties, a security interest in 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 registered 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) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I hereto (the “*Trademarks*”); and

(b) all goodwill associated with or symbolized by 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 counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties hereto represents and warrants to the other parties that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

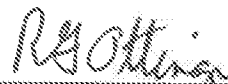
SECTION 5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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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



Name: R. Gabriel Ottisler

Title: Senior Vice President and
Treasurer

CHSPSC, LLC

by



Name: Kevin J. Hammons

Title: President and Chief Financial
Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007298 FRAME: 0681

REGIONS BANK, as Collateral Agent

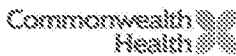
By




A handwritten signature in black ink, appearing to read "Kristine Prall", is displayed within a rectangular area with a light gray dot grid background.

Name: Kristine Prall
Title: Vice President

Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

	<u>Registered Owner</u>	<u>Mark</u>	<u>Application/Registration Number</u>
1.	CHS/Community Health Systems, Inc.	CHS & design	1988032
2.	CHSPSC, LLC	GATEWAY MEDICAL CENTER	2775950
3.	CHSPSC, LLC	DESIGN ONLY	3285337
4.	CHSPSC, LLC	DESIGN ONLY	3444757
5.	CHSPSC, LLC	REDIMED	3037881
6.	CHSPSC, LLC	LUTHERAN CHILDREN'S HOSPITAL	3144409
7.	CHSPSC, LLC	LUTHERAN DOWNTOWN HOSPITAL	88/800,662
8.	CHSPSC, LLC	LUTHERAN HEALTH NETWORK	3185051
9.	CHSPSC, LLC	LUTHERAN HEALTH NETWORK	6157240
10.	CHSPSC, LLC	LUTHERAN AIR	6141356
11.	CHSPSC, LLC	LUTHERAN HEART CENTER	3156408
12.	CHSPSC, LLC	LUTHERAN HEART PAVILION	3131393
13.	CHSPSC, LLC	LUTHERAN HOSPITAL OF INDIANA	3144410
14.	CHSPSC, LLC	REHABILITATION HOSPITAL OF FORT WAYNE	3111485
15.	CHSPSC, LLC	ST. JOSEPH BEHAVIORAL HEALTH	3179375
16.	CHSPSC, LLC	DESIGN ONLY	3167543
17.	CHSPSC, LLC	LUTHERAN SLEEP DISORDERS CENTER	3166943
18.	CHSPSC, LLC		4242072
19.	CHSPSC, LLC	ALLIANCE HEALTH OKLAHOMA	5042163
20.	CHSPSC, LLC	COMMUNITY CARES	2499955
21.	CHSPSC, LLC	COMMUNITY CARES	2463771

	<u>Registered Owner</u>	<u>Mark</u>	<u>Application/Registration Number</u>
22.	CHSPSC, LLC	HEALTHY WOMAN and Design 	3852138
23.	CHSPSC, LLC	MEDSTAT w/butterfly in blue circle 	4416896
24.	CHSPSC, LLC	MY HEALTH HOME	4921138
25.	CHSPSC, LLC	MYHEALTHINFOHOME	4921170
26.	CHSPSC, LLC	MYHEALTHINFOHOME (Plus design) 	4921169
27.	CHSPSC, LLC	SENIOR CIRCLE	5474936
28.	CHSPSC, LLC	TINY TOES A TIP-TOP OB CLUB and Design	4107963
29.	CHSPSC, LLC	VIRTUALHEALTH CONNECT and Design	5300774

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