

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A. as Collateral Agent		08/04/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	STEWARD ROCKLEDGE HOSPITAL, INC.		
Street Address:	1900 N Pearl St		
Internal Address:	#2400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75021		
Entity Type:	Corporation: DELAWARE		
Name:	STEWARD MELBOURNE HOSPITAL, INC.		
Street Address:	1900 N Pearl St		
Internal Address:	#2400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75021		
Entity Type:	Corporation: DELAWARE		
Name:	STEWARD NORTHSIDE MEDICAL CENTER, INC.		
Street Address:	1900 N Pearl St		
Internal Address:	#2400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75021		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3078850	WUESTHOFF HEALTH SYSTEM	
Registration Number:	3078851	WUESTHOFF HEALTH SYSTEM	
Registration Number:	1662085		
Registration Number:	2194834	TMH	

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TRADEMARK
REEL: 008157 FRAME: 0848

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CORRESPONDENCE DATA**Fax Number:** 2123108007*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:** 2123108000**Email:** juan.arias@weil.com**Correspondent Name:** Alison Freudman**Address Line 1:** Weil, Gotshal & Manges LLP**Address Line 2:** 767 Fifth Avenue**Address Line 4:** New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	A. Freudman - 35899.0568
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NAME OF SUBMITTER:	Alison Freudman
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SIGNATURE:	/Alison Freudman/
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DATE SIGNED:	08/07/2023
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Total Attachments: 4

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**RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”), is entered into as of August 4, 2023 by Citibank, N.A. as collateral agent for the lenders party to the Credit Agreement (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”) in connection with the grant of security interests in Trademark Collateral (as defined below) by Steward Rockledge Hospital, Inc., a Delaware corporation (“Steward Rockledge”), Steward Melbourne Hospital, Inc., a Delaware corporation (“Steward Melbourne”), and Steward Northside Medical Center, Inc., a Delaware corporation (“Steward Northside” and together with Steward Rockledge and Steward Melbourne, each a “Grantor” and collectively, the “Grantors”), in favor of the Collateral Agent. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Amended and Restated Pledge and Security Agreement, dated as of September 29, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent.

WITNESSETH:

WHEREAS, each Grantor entered into that certain Trademark Security Agreement (the “Trademark Security Agreement”) dated as of May 1, 2017 between the Grantors and the Collateral Agent, pursuant to which each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of each such Grantor’s right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on May 1, 2017 at Reel 6046, Frame Number 0291;

WHEREAS, at the request of each Grantor, the Collateral Agent now desires to terminate and release the entirety of its Liens on and security interests in the Trademark Collateral; and

WHEREAS, all rights and interests in the Trademark Collateral will revert to the applicable Grantor upon the recordation of this Release with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Definitions. The terms “Trademark Collateral” and “Trademarks”, as used herein, have the meanings assigned to such terms in the Trademark Security Agreement.

2. Release of Security Interest. The Collateral Agent hereby (i) terminates, cancels, releases and discharges all of its Liens on and security interests in the Trademark Collateral, including the Trademarks set forth in **Schedule A** attached hereto, without representation, warranty or recourse of any kind or nature, and (ii) reassigns any right, title and interest it may have, to and under the Trademark Collateral to the applicable Grantor.

3. Further Assurances. The Collateral Agent hereby authorizes each Grantor or any of its designees to record this Release with the USPTO and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Collateral Agent authorizes and requests that the USPTO record this Release.

4. No waiver, Consent or Amendment. This Release shall not be construed as a release of any collateral or the termination of any guarantee under the Loan Documents, other than the release of the Trademark Collateral to the Grantors.

5. Governing Law. THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

6. Miscellaneous. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

CITIBANK, N.A.,
as the Collateral Agent



By: 
Name: Christopher Marino
Title: Director & Vice President

[SIGNATURE PAGE TO TRADEMARK RELEASE]

TRADEMARK
REEL: 008157 FRAME: 0852

SCHEDULE A

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Steward Rockledge Hospital, Inc. and Steward Melbourne Hospital, Inc.	WUESTHOFF HEALTH SYSTEM 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	4/11/2006	3,078,850
Steward Rockledge Hospital, Inc. and Steward Melbourne Hospital, Inc.	WUESTHOFF HEALTH SYSTEM and Design  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	4/11/2006	3,078,851
Steward Northside Medical Center, Inc.	Des. PATIENT MOVING FROM WHEELCHAIR  Cl. 42 Rehabilitation services for drug and alcohol addicted patients and physical therapy services	10/22/1991	1662085
Steward Northside Medical Center, Inc.	TMH Cl. 42 Hospitals	10/13/1998	2194834