

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHCA Bayshore, L.P.		03/25/2009	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	101 Barclay Street		
Internal Address:	Corporate Trust Administration, Floor 8W		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2602428	BAYSHORE	
Registration Number:	2714137	BAYSHORE	
Registration Number:	2602427	BAYSHORE	
Registration Number:	2646778	BAYSHORE	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	041375/0028		

OP \$115.00 2602428

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	03/25/2009
Total Attachments: 7 source=CHCABTSI#page1.tif source=CHCABTSI#page2.tif source=CHCABTSI#page3.tif source=CHCABTSI#page4.tif source=CHCABTSI#page5.tif source=CHCABTSI#page6.tif source=CHCABTSI#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 25, 2009 is made by CHCA Bayshore, L.P., a Delaware limited partnership, located at One Park Plaza, Nashville, TN 37203 (the "Obligor"), in favor of The Bank of New York Mellon, a New York banking corporation, located at 101 Barclay Street, Street, Corporate Trust Administration, Floor 8W, New York, New York 10286 as Collateral Agent (the "Collateral Agent") for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 17, 2006 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement"), among HCA Inc., a Delaware corporation, and parent of Obligor (the "Company"), HCA UK Capital Limited, a limited liability company (company no. 04779021) formed under the laws of England and Wales, (the "European Subsidiary Borrower") and together with the Company, the "Borrowers"), the lenders or other financial institutions or entities from time to time parties thereto (the "Lenders"), and Bank of America, N.A., as Administrative Agent., the Grantors have granted to the First Lien Collateral Agent a senior priority lien and security interest in the Collateral;

WHEREAS, pursuant to the terms, conditions and provisions of (a) the Indenture dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Company, the Guarantors listed on the signature pages thereto and The Bank of New York Mellon, as Trustee (in such capacity, the "Trustee"), (b) the Purchase Agreement dated November 9, 2006 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Purchase Agreement"), among Hercules Holding II, LLC ("Hercules Holding") and the several parties named in Schedule I thereto (the "Initial Purchasers") and (c) the Joinder Agreement dated as of the date hereof (the "Joinder Agreement") among the Company, the Subsidiary Grantors and the Initial Purchasers by which the Company and the Subsidiary Grantors will assume all of Hercules Holdings' obligations under the Purchase Agreement, the Company is issuing (i) \$1,000,000,000 aggregate principal amount of its 9¼% Senior Secured Notes due 2014 (the "2014 Cash Pay Notes"), (ii) \$3,200,000,000 aggregate principal amount of its 9¼% Senior Secured Notes due 2016 (the "2016 Cash Pay Notes") and (iii) \$1,500,000,000 aggregate principal amount of its 9¼%/10¼% Senior Secured Toggle Notes due 2016 (the "Toggle Notes" and, together with the 2014 Cash Pay Notes and the 2016 Cash Pay Notes, the "Notes"), which will be guaranteed on a senior secured basis by each of the Subsidiary Grantors;

WHEREAS, in connection with the Indenture, the Purchase Agreement and the Joinder Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of November 17, 2006, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Junior Lien Security Agreement");

WHEREAS, pursuant to the Junior Lien Security Agreement, the Obligor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all Intellectual Property, including the Trademarks;

WHEREAS, it is a condition precedent to the obligation of the Initial Purchasers to purchase the Notes under the Purchase Agreement that the Obligor shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Trustee to enter into the Indenture and the Initial Purchasers to purchase the Notes, the Obligor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Junior Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a lien on and security interest in, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Junior Lien Security Agreement and is expressly subject to the terms and conditions thereof. The Junior Lien Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Junior Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Junior Lien Security Agreement, the terms of the Junior Lien Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CHCA BAYSHORE, L.P.
By: Pasadena Bayshore Hospital, Inc.

By: 
Name: David G. Anderson
Title: Vice President and Treasurer
Date:

THE BANK OF NEW YORK
as Collateral Agent for the Secured Parties

By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CHCA BAYSHORE, L.P.

By: _____
Name:
Title:
Date:

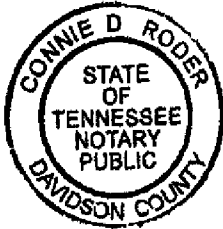
THE BANK OF NEW YORK MELLON
as Collateral Agent for the Secured Parties

By: *Mary Miselis*
Name: MARY MISELIS
Title: VICE PRESIDENT
Date: *March 24, 2009*

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Tennessee)
) ss
COUNTY OF Davidson)

On the ___ day of March, 2009, before me personally came David G. Anderson, who is personally known to me to be the Vice President and Treasurer of CHCA BAYSHORE, L.P., a Delaware limited partnership; who, being duly sworn, did depose and say that she/he is the Vice President and Treasurer in such limited partnership, the limited partnership described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited partnership; and that she/he acknowledged said instrument to be the free act and deed of said limited partnership.



My Commission
Expires
March 7, 2011

Connie D. Roder
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Application / Registration Number</u>
Bayshore	2,602,428
Bayshore	2,714,137
Bayshore and design	2,602,427
Bayshore and design	2,646,778