

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
Health Management Associates, Inc.		11/18/2011	CORPORATION: DELAWARE
Hospital Management Associates, Inc.		11/18/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	1525 West W.T. Harris Boulevard
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4003006	CUDDLE BUGS
Registration Number:	3870095	ER EXTRA
Registration Number:	3870094	ER EXTRA
Registration Number:	3501688	THE JOINT CLUB
Registration Number:	3449063	SAFESCAN
Registration Number:	3408116	THE SPINE CLUB
Registration Number:	3338836	PATHWAYS TO HEALING
Registration Number:	2931833	THE PULSE SYSTEM
Registration Number:	2953194	NURSE SELECT
Serial Number:	77905297	CARE

CORRESPONDENCE DATA

900207482

**TRADEMARK
 REEL: 004662 FRAME: 0949**

CH \$265.00 4003006

Fax Number: (404)572-5135
Phone: (404) 572-3458
Email: slake@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18464-015129
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	11/18/2011

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of November 18, 2011, by Health Management Associates, Inc. and Hospital Management Associates, Inc. (individually, a “**Pledgor**”, and, collectively, the “**Pledgors**”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgors hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgors hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations, the termination of all commitments thereunder and the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

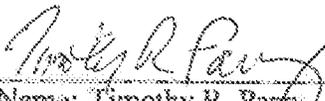
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

HEALTH MANAGEMENT
ASSOCIATES, INC.

By: 
Name: Timothy R. Parry
Title: Senior Vice President,
General Counsel and
Secretary

HOSPITAL MANAGEMENT
ASSOCIATES, INC.

By: 
Name: Timothy R. Parry
Title: Secretary

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____
Name: Monique Gasque
Title: Assistant Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004662 FRAME: 0953

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

Very truly yours,

HEALTH MANAGEMENT
ASSOCIATES, INC.

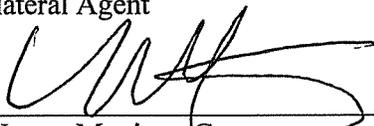
By: _____
Name: Timothy R. Parry
Title: Senior Vice President,
General Counsel and
Secretary

HOSPITAL MANAGEMENT
ASSOCIATES, INC.

By: _____
Name: Timothy R. Parry
Title: Secretary

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By:  _____
Name: Monique Gasque
Title: Assistant Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004662 FRAME: 0954

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION	TRADEMARK
Health Management Associates, Inc.	4003006	CUDDLE BUGS
Health Management Associates, Inc.	3870095	ER EXTRA
Health Management Associates, Inc.	3870094	ER EXTRA
Health Management Associates, Inc.	3501688	THE JOINT CLUB
Health Management Associates, Inc.	3449063	SAFESCAN
Health Management Associates, Inc.	3408116	THE SPINE CLUB
Health Management Associates, Inc.	3338836	PATHWAYS TO HEALING
Health Management Associates, Inc.	2931833	THE PULSE SYSTEM
Hospital Management Associates, Inc.	2953194	NURSE SELECT

Trademark Applications:

APPLICANT	SERIAL NUMBER	TRADEMARK
Health Management Associates, Inc.	77905297 (Serial)	CARE