

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
HMA CAT, LLC		07/25/2012	LIMITED LIABILITY COMPANY: TEXAS

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 Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2931833	THE PULSE SYSTEM
Registration Number:	3408116	THE SPINE CLUB
Registration Number:	3338836	PATHWAYS TO HEALING
Registration Number:	3501688	THE JOINT CLUB
Registration Number:	3449063	SAFESCAN
Registration Number:	4003006	CUDDLE BUGS
Registration Number:	3870094	ER EXTRA
Registration Number:	3870095	ER EXTRA
Registration Number:	3078851	WUESTHOFF HEALTH SYSTEM
Registration Number:	3078850	WUESTHOFF HEALTH SYSTEM
Serial Number:	77905297	CARE
Serial Number:	85434111	8 ENT SPECIALTY CARE CENTER PHYSICIANS REGIONAL
Serial Number:	85412679	TENNOVA HEALTHCARE
Serial Number:	85412222	TENNOVA

TRADEMARK

Serial Number:

85606489

CLEARVIEW REGIONAL

CORRESPONDENCE DATA

Fax Number:

4045725135

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

Phone:

404-572-3493

Email:

kosborne@kslaw.com

Correspondent Name:

Karen Osborne

Address Line 1:

1180 Peachtree Street, N.E.

Address Line 2:

King & Spalding LLP

Address Line 4:

Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

18464.015129

NAME OF SUBMITTER:

Karen Osborne

Signature:

//Karen Osborne//

Date:

07/27/2012

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of July 25, 2012, by HMA CAT, LLC (the “**Pledgor**”), 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 Pledgor is party to a Security Agreement dated as of November 18, 2011 (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 Pledgor is 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 Pledgor 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. The Pledgor 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 the Pledgor:

- (a) Trademarks of the 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 Pledgor 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 Pledgor 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.

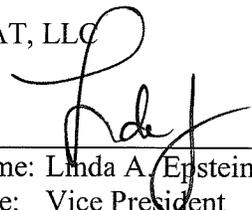
[signature page follows]

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,

HMA CAT, LLC

By: _____


Name: Linda A. Epstein
Title: Vice President

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____

Name:

Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

1688770_2

TRADEMARK
REEL: 004830 FRAME: 0649

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,

HMA CAT, LLC

By: _____
Name: Linda A. Epstein
Title: Vice President

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: Monique Gasque
Name: _____
Title: **Wells Fargo Bank, N.A.
Monique Gasque
Vice President**

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION	DATE RECORDED	TRADEMARK
HMA CAT, LLC	2931833	03/08/2005	THE PULSE SYSTEM
HMA CAT, LLC	3408116	04/08/2008	THE SPINE CLUB
HMA CAT, LLC	3338836	11/20/2007	PATHWAYS TO HEALING
HMA CAT, LLC	3501688	09/16/2008	THE JOINT CLUB
HMA CAT, LLC	3449063	06/17/2008	SAFESCAN
HMA CAT, LLC	4003006	07/26/2011	CUDDLE BUGS
HMA CAT, LLC	3870094	11/02/2010	ER EXTRA & Design
HMA CAT, LLC	3870095	11/02/2010	ER EXTRA
HMA CAT, LLC	3078851	04/11/2006	WUESTHOFF HEALTH SYSTEM & Design
HMA CAT, LLC	3078850	04/11/2006	WUESTHOFF HEALTH SYSTEM

Trademark Applications:

APPLICANT	SERIAL NUMBER	DATE RECORDED	TRADEMARK
HMA CAT, LLC	77905297	01/05/2010	CARE & Design
HMA CAT, LLC	85434111	09/28/2011	8 ENT SPECIALTY CARE CENTER PHYSICIANS REGIONAL & Design
HMA CAT, LLC	85412679	09/01/2011	TENNOVA HEALTHCARE & Design
HMA CAT, LLC	85412222	08/31/2011	TENNOVA
HMA CAT, LLC	85606489	04/24/2012	CLEARVIEW REGIONAL