

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Health Management Associates, Inc.		01/27/2014
	Brevard HMA Holdings, LLC		01/27/2014
			<b>Entity Type</b>
			CORPORATION: DELAWARE
			LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	BANK: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>		77905297	CARE
<b>Registration Number:</b>		3078850	WUESTHOFF HEALTH SYSTEM
<b>Registration Number:</b>		3078851	WUESTHOFF HEALTH SYSTEM
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668265420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	301-638-0511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		

OP \$90.00 77905297

ATTORNEY DOCKET NUMBER:	CRS1-39186
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/27/2014
Total Attachments: 5 source=39186#page3.tif source=39186#page4.tif source=39186#page5.tif source=39186#page6.tif source=39186#page7.tif	

TRADEMARK SECURITY AGREEMENT dated as of January 27, 2014 (this "**Agreement**"), among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation, together with the other entities listed on the signature pages hereof (each a "**Grantor**", and collectively, the "**Grantors**") and CREDIT SUISSE AG, as Collateral Agent (the "**Collateral Agent**").

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement dated as of November 5, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among CHS/Community Health Systems, Inc., a Delaware corporation (the "**Borrower**"), Community Health Systems, Inc., a Delaware corporation (the "**Parent**"), the Subsidiaries from time to time party thereto and the Collateral Agent, (b) the Third Amended and Restated Credit Agreement dated as of January 27, 2014 (as further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Parent, the lenders from time to time party thereto (the "**Lenders**") and Credit Suisse AG, as administrative agent and Collateral Agent, (c) the Indenture dated as of August 17, 2012 (the "**2012 Indenture**"), among the Grantors, the subsidiary grantors from time to time party thereto, the Collateral Agent and Regions Bank, as indenture trustee, together with the global notes evidencing the securities issued thereunder on August 17, 2012 and the guarantees thereon and (d) the Indenture dated as of January 27, 2014 (the "**2014 Indenture**" and, together with the Credit Agreement and the 2012 Indenture, the "**Secured Credit Documents**"), among the Grantors, the subsidiary grantors from time to time party thereto, the Collateral Agent and Regions Bank, as indenture trustee, together with the global notes evidencing the securities issued thereunder on January 27, 2014 and the guarantees thereon. The Secured Parties have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Secured Credit Documents. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Secured Credit Documents and are willing to execute and deliver this Agreement in order to induce the Lenders 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 Secured Credit Documents or the Security Agreement, as applicable. 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 assigns, for the benefit of the Secured Parties, a security interest in and lien on, 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 trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country, and all extensions or renewals thereof, including those listed on Schedule I (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody 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 cancellation 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 any number or counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

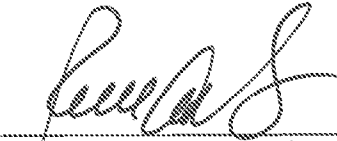
SECTION 5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

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: Rachel A. Seifert  
Title: Executive Vice President and  
Secretary

HEALTH MANAGEMENT  
ASSOCIATES, INC.  
BREVARD HMA HOLDINGS, LLC

by

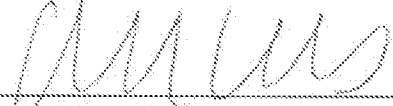


\_\_\_\_\_  
Name: Rachel A. Seifert  
Title: Executive Vice President and  
Secretary

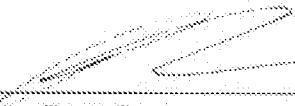
[SIGNATURE PAGE TO IP SHORT FORM]

**TRADEMARK**  
**REEL: 005201 FRAME: 0949**

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

by: 



Name: Robert Heiu  
Title: Authorized Signatory

by: 

Name: Ryan Long  
Title: Authorized Signatory

Schedule I

Trademarks and Trademark Applications

<u>U.S. Mark</u>	<u>Registered Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Logo/Mark</u>	<u>Registration Date.</u>
CARE AND DESIGN	Health Management Associates, Inc.	77905297			
WUESTHOFF HEALTH SYSTEM	Brevard HMA Holdings, LLC	78499587	3078850		Registered 4/11/2006
WUESTHOFF HEALTH SYSTEM AND DESIGN	Brevard HMA Holdings, LLC	78499592	3078851		Registered 4/11/2006