900278436 01/27/2014

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHS/COMMUNITY HEALTH SYSTEMS, INC.		01/27/2014	CORPORATION: DELAWARE
BLUE ISLAND HOSPITAL COMPANY, LLC		01/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
CHS WASHINGTON HOLDINGS, LLC		101/27/2014 1	LIMITED LIABILITY COMPANY: DELAWARE
QUORUM HEALTH RESOURCES, LLC		01/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
TRIAD HEALTHCARE CORPORATION		01/27/2014	CORPORATION: DELAWARE
YOUNGSTOWN OHIO HOSPITAL COMPANY, LLC		01/27/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1988032	снѕ
Registration Number:	1787250	ROCKWOOD CLINIC
Registration Number:	4212886	ROCKWOOD HEALTH SYSTEM
Registration Number:	2775950	GATEWAY MEDICAL CENTER
Registration Number:	3037881	REDIMED
Registration Number:	3111485	REHABILITATION HOSPITAL OF FORT WAYNE

TRADEMARK || REEL: 005201 FRAME: 0963

\$815 00 1988032

Registration Number:	3131393	LUTHERAN HEART PAVILION
Registration Number:	3140091	MARY BLACK HEALTH SYSTEM
Registration Number:	3144409	LUTHERAN CHILDREN'S HOSPITAL
Registration Number:	3144410	LUTHERAN HOSPITAL OF INDIANA
Registration Number:	3156408	LUTHERAN HEART CENTER
Registration Number:	3166943	LUTHERAN SLEEP DISORDERS CENTER
Registration Number:	3167543	
Registration Number:	3179375	ST. JOSEPH BEHAVIORAL HEALTH
Registration Number:	3185051	LUTHERAN HEALTH NETWORK
Registration Number:	3285337	
Registration Number:	3444757	
Registration Number:	3437433	THOUGHTFUL CARE
Registration Number:	3074195	QHR
Registration Number:	3153336	QHR
Registration Number:	3345425	SURVIVE AND THRIVE
Registration Number:	3719929	QHR EQUITY MANAGEMENT SOLUTIONS
Registration Number:	3737811	QHR QUORUM HEALTH RESOURCES
Registration Number:	3916779	QHR INTENSIVE RESOURCES
Registration Number:	4030986	REFORM READY
Registration Number:	3836740	VANTAGE SCORECARD
Registration Number:	4024411	VANTAGE LMS
Registration Number:	4032424	QUORUM PURCHASING ADVANTAGE
Registration Number:	4128270	QHR HEALTHCARE AFFILIATES
Registration Number:	1662085	
Registration Number:	2194834	ТМН
Registration Number:	3710989	METROSOUTH MEDICAL CENTER

CORRESPONDENCE DATA

Fax Number: 8668265420

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

via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

	CRS1-39185
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/27/2014
Total Attachments: 7 source=39185#page3.tif source=39185#page4.tif source=39185#page5.tif source=39185#page6.tif source=39185#page7.tif source=39185#page8.tif source=39185#page9.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 and (b) the Indenture dated as of January 27, 2014 (the "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 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 Indenture. The obligations of the Secured Parties 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 Indenture and are willing to execute and deliver this Agreement in order to induce the Secured Parties to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Indenture, 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 cancelation 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. <u>Execution in Counterparts</u>. 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. <u>Applicable Law</u>. 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

CHS WASHINGTON HOLDINGS, LLC TRIAD HEALTHCARE CORPORATION QUORUM HEALTH RESOURCES, LLC YOUNGSTOWN OHIO HOSPITAL COMPANY, LLC

BLUE ISLAND HOSPITAL COMPANY,

LLC

by

Name: Rachel A. Seifert

Title: Executive Vice President and

Secretary

[SIGNATURE PAGE TO IP SHORT FORM]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

by:

Name: Robert Hetu

Title: Authorized Signatory

by:

Name: Ryan Long

Title: Authorized Signatory

Schedule I

I. Trademarks

Registered Owner	U.S. Mark	Reg. Date	Reg. No.
CHS/Community Health Systems, Inc.	:: CHS	7/23/1996	1988032
CHS Washington Holdings, LLC	ROCKWOOD CLINIC	8/10/1993	1787250
CHS Washington Holdings, LLC	ROCKWOOD HEALTH SYSTEM	9/25/2012	4212886

Registered Owner	U.S. Mark	Reg. No.	Reg. Date
Triad Healthcare Corporation	GATEWAY MEDICAL	2775950	10/21/03
	CENTER		
Triad Healthcare Corporation	REDIMED	3037881	1/3/06
Triad Healthcare Corporation	REHABILTIATION	3111485	7/4/06
	HOSPITAL OF FORT		
	WAYNE		
Triad Healthcare Corporation	LUTHERAN HEART	3131393	8/15/06
	PAVILION		
Triad Healthcare Corporation	MARY BLACK	3140091	9/5/06
	HEALTH SYSTEM &		
	Design		
Triad Healthcare Corporation	LUTHERAN	3144409	9/19/06
	CHILDREN'S		
	HOSPITAL		
Triad Healthcare Corporation	LUTHERAN	3144410	9/19/06
	HOSPITAL OF		
	INDIANA		
Triad Healthcare Corporation	LUTHERAN HEART	3156408	10/17/06
	CENTER		
Triad Healthcare Corporation		3166943	10/31/06
	DISORDERS CENTER		
Triad Healthcare Corporation	(Device Only) (Leaf	3167543	11/7/06
	Design)		
Triad Healthcare Corporation		3179375	12/5/06
	BEHAVIORAL		
	HEALTH		
Triad Healthcare Corporation	LUTHERAN HEALTH	3185051	12/12/06

	NETWORK		
Triad Healthcare Corporation	NORTHWEST HEALTH	3285337	8/28/07
	SYSTEM (Design		
	ONLY)		
Triad Healthcare Corporation		3444757	6/10/08
Triad Healthcare Corporation	THOUGHTFUL CARE	3437433	5/27/08

Registered Owner	U.S. Mark	Reg. Date	Reg. No.
Quorum Health Resources, LLC	QHR	3/28/2006	3074195
Quorum Health Resources, LLC	QHR	10/10/2006	3153336
Quorum Health Resources, LLC	SURVIVE AND THRIVE	11/27/2007	3345425
Quorum Health Resources, LLC	QHR Sanagession!	12/1/2009	3719929
Quorum Health Resources, LLC	QHR QUORUM	1/12/2010	3737811
Quorum Health Resources, LLC	QHR	2/8/2011	3916779
Quorum Health Resources, LLC	REFORM READY	9/27/2011	4030986
Quorum Health Resources, LLC	VANTAGE SCORECARD	8/24/2010	3836740
Quorum Health Resources, LLC	VANTAGE LMS	9/13/2011	4024411

Quorum Health Resources, LLC	QUOIUI Purchasing Advantage	9/27/2011	4032424
Quorum Health Resources, LLC		4/16/2012	4128270

Registered Owner	U.S. Mark	Reg. Date	Reg. No.
Youngstown Ohio Hospital Company, LLC	KIX	10/22/1991	1662085
Youngstown Ohio Hospital Company, LLC	ТМН	10/13/1998	2194834

Registered Owner	U.S. Mark	Reg. Date	Reg. No.
Blue Island Hospital	METROSOUTH	11/17/2009	3710989
Company, LLC	MEDICAL CENTER		

II. Trademark Applications

None.

RECORDED: 01/27/2014