

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480958

| | | | |
|------------------------------------|---------------------------------------|---------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CHS/COMMUNITY HEALTH SYSTEMS, INC. | | 07/06/2018 | Corporation: DELAWARE |
| TRIAD HEALTHCARE, LLC | | 07/06/2018 | 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: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1988032 | CHS | |
| Registration Number: | 2775950 | GATEWAY MEDICAL CENTER | |
| Registration Number: | 3285337 | | |
| Registration Number: | 3444757 | | |
| Registration Number: | 3037881 | REDIMED | |
| Registration Number: | 3144409 | LUTHERAN CHILDREN'S HOSPITAL | |
| Registration Number: | 3185051 | LUTHERAN HEALTH NETWORK | |
| Registration Number: | 3156408 | LUTHERAN HEART CENTER | |
| Registration Number: | 3131393 | LUTHERAN HEART PAVILION | |
| Registration Number: | 3144410 | LUTHERAN HOSPITAL OF INDIANA | |
| Registration Number: | 3111485 | REHABILITATION HOSPITAL OF FORT WAYNE | |
| Registration Number: | 3179375 | ST. JOSEPH BEHAVIORAL HEALTH | |
| Registration Number: | 3167543 | | |
| Registration Number: | 3166943 | LUTHERAN SLEEP DISORDERS CENTER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |

OP \$365.00 1988032

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

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | F177962 |
| NAME OF SUBMITTER: | RACHEL KLEIN |
| SIGNATURE: | /RACHEL KLEIN/ |
| DATE SIGNED: | 07/09/2018 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT dated as of July 6, 2018 (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 July 25, 2007, as amended and restated as of November 5, 2010, and as further amended as of August 17, 2012 (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 "*Company*"), Community Health Systems, Inc., a Delaware corporation (the "*Parent*"), the Subsidiaries from time to time party thereto and the Collateral Agent and (b) that certain indenture, dated as of July 6, 2018, governing the Company's 8.625% Senior Secured Notes due 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "*Indenture*"), among the Company, each Guarantor party thereto, Regions Bank, an Alabama banking corporation, as trustee, and Credit Suisse AG, as the Collateral Agent, together with the global notes evidencing the securities issued thereunder on July 6, 2018 and the guarantees thereon. The Secured Parties have agreed to extend credit to the Company 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 Company, will derive substantial benefits from the extension of credit to the Company 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. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. 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, designs and general intangibles of like nature, 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 successor 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. 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: Edward W. Lomicka

Title: Vice President and Treasurer

THOSE ENTITIES LISTED ON EXHIBIT A

By:



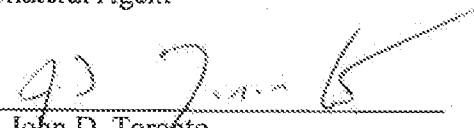
Name: Edward W. Lomicka

Title: Vice President and Treasurer

Acting on behalf of each of the Grantors on
Exhibit A

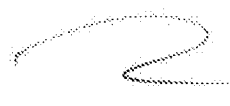
CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

by



Name: John D. Toronto
Title: Authorized Signatory

by



Name: Andrew Griffin
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

[[3858923]]

Exhibit A

1. Triad Healthcare, LLC

Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS OWNED BY CHS/COMMUNITY HEALTH SYSTEMS, INC.

U.S. Trademark Registrations

| <u>Mark</u> | <u>Owner</u> | <u>Registration No.</u> |
|--------------|-------------------------------------|-------------------------|
| CHS & design | CHS/ Community Health Systems, Inc. | 1988032 |

TRADEMARKS OWNED BY TRIAD HEALTHCARE, LLC

U.S. Trademark Registrations

| <u>Mark</u> | <u>Owner</u> | <u>Registration No.</u> |
|---------------------------------------|-----------------------|-------------------------|
| GATEWAY MEDICAL CENTER | Triad Healthcare, LLC | 2775950 |
| DESIGN ONLY | Triad Healthcare, LLC | 3285337 |
| DESIGN ONLY | Triad Healthcare, LLC | 3444757 |
| REDIMED | Triad Healthcare, LLC | 3037881 |
| LUTHERAN CHILDREN'S HOSPITAL | Triad Healthcare, LLC | 3144409 |
| LUTHERAN HEALTH NETWORK | Triad Healthcare, LLC | 3185051 |
| LUTHERAN HEART CENTER | Triad Healthcare, LLC | 3156408 |
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| ST. JOSEPH BEHAVIORAL HEALTH | Triad Healthcare, LLC | 3179375 |
| DESIGN ONLY | Triad Healthcare, LLC | 3167543 |
| LUTHERAN SLEEP DISORDERS CENTER | Triad Healthcare, LLC | 3166943 |