

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549993

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHS/Community Health Systems, Inc.		11/19/2019	Corporation: DELAWARE
Triad Healthcare, LLC		11/19/2019	Limited Liability Company: DELAWARE
CHSPSC, LLC		11/19/2019	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: 27

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

OP \$690.00 1988032

Property Type	Number	Word Mark
Registration Number:	4242072	COMMONWEALTH HEALTH
Registration Number:	5042163	ALLIANCE HEALTH OKLAHOMA
Registration Number:	2499955	COMMUNITY CARES
Registration Number:	2463771	COMMUNITY CARES
Registration Number:	4361958	S DIGESTIVE SOLUTIONS SOUTHSIDE REGIONAL
Registration Number:	3852138	HEALTHY WOMAN
Registration Number:	4416896	MEDSTAT
Registration Number:	4921138	MY HEALTH HOME
Registration Number:	4921170	MYHEALTHINFOHOME
Registration Number:	4921169	MY HEALTHINFOHOME
Registration Number:	5474936	SENIOR CIRCLE
Registration Number:	4107963	TINY TOES A TIP - TOP OB CLUB
Registration Number:	5300774	VIRTUALHEALTH CONNECT

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
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:	1154877 TM IPSA A
NAME OF SUBMITTER:	Annette Vera
SIGNATURE:	/Annette Vera/
DATE SIGNED:	11/19/2019

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT dated as of November 19, 2019 (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 Second Amended and Restated Guarantee and Collateral Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010, as further amended as of August 17, 2012, and as further amended and restated as of November 19, 2019 (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 of the Company from time to time party thereto and the Collateral Agent and (b) that certain Indenture, dated as of March 6, 2019, governing the Company’s 8.000% Senior Secured Notes due 2026 (the “*Base Indenture*”), among the Company, each Guarantor party thereto, Regions Bank, an Alabama banking corporation, as trustee (the “*Trustee*”), and Credit Suisse AG, as the Collateral Agent, as supplemented by the First Supplemental Indenture, dated as of November 19, 2019, among the Company, each Guarantor party thereto, the Trustee and the Collateral Agent (the “*First Supplemental Indenture*,” and together with the Base Indenture, the “*Indenture*”) (as amended, restated, supplemented or otherwise modified from time to time) together with the global notes evidencing the securities issued thereunder on March 6, 2019 and November 19, 2019 and the guarantees thereof. 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 permitted assigns, for the ratable benefit of the Secured Parties, a security interest in 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 registered trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, 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, including registrations and applications for registration (other than intent-to-use applications) in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I and (the “*Trademarks*”); and

(b) all goodwill associated with or symbolized by 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.

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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: Thomas J. Aaron
Title: Executive Vice President and
Chief
Financial Officer

THOSE ENTITIES LISTED ON EXHIBIT A

by



Name: Thomas J. Aaron
Title: Executive Vice President

Acting on behalf of each of the Grantors
on Exhibit A

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006799 FRAME: 0113

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent.

by


Name: JOHN D. TORONTO
Title: AUTHORIZED SIGNATORY

by


Name: Lingzi Huang
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

[[5256120]]

TRADEMARK
REEL: 006799 FRAME: 0114




Exhibit A

1. Triad Healthcare, LLC
2. CHSPSC, LLC

Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Registered Owner</u>	<u>Mark</u>	<u>Application/Registration Number</u>
CHS/Community Health Systems, Inc.	CHS & design	1988032
CHS/Community Health Systems, Inc.	COMMUNITY HEALTH SYSTEMS	Tennessee State Registration No. 42743
Triad Healthcare, LLC	GATEWAY MEDICAL CENTER	2775950
Triad Healthcare, LLC	DESIGN ONLY	3285337
Triad Healthcare, LLC	DESIGN ONLY	3444757
Triad Healthcare, LLC	REDIMED	3037881
Triad Healthcare, LLC	LUTHERAN CHILDREN'S HOSPITAL	3144409
Triad Healthcare, LLC	LUTHERAN HEALTH NETWORK	3185051
Triad Healthcare, LLC	LUTHERAN HEART CENTER	3156408
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Triad Healthcare, LLC	LUTHERAN HOSPITAL OF INDIANA	3144410
Triad Healthcare, LLC	REHABILITATION HOSPITAL OF FORT WAYNE	3111485
Triad Healthcare, LLC	ST. JOSEPH BEHAVIORAL HEALTH	3179375
Triad Healthcare, LLC	DESIGN ONLY	3167543
Triad Healthcare, LLC	LUTHERAN SLEEP DISORDERS CENTER	3166943
CHSPSC, LLC		4242072
CHSPSC, LLC	ALLIANCE HEALTH OKLAHOMA	5042163
CHSPSC, LLC	COMMUNITY CARES	2499955
CHSPSC, LLC	COMMUNITY CARES	2463771
CHSPSC, LLC	DIGESTIVE SOLUTIONS SOUTHSIDE REGIONAL MEDICAL CENTER and Design 	4361958

CHSPSC, LLC	HEALTHY WOMAN and Design 	3852138
CHSPSC, LLC	MEDSTAT w/butterfly in blue circle 	4416896
CHSPSC, LLC	MY HEALTH HOME	4921138
CHSPSC, LLC	MYHEALTHINFOHOME	4921170
CHSPSC, LLC	MYHEALTHINFOHOME (Plus design) 	4921169
CHSPSC, LLC	SENIOR CIRCLE	5474936
CHSPSC, LLC	TINY TOES A TIP-TOP OB CLUB and Design	4107963
CHSPSC, LLC	VIRTUALHEALTH CONNECT and Design	5300774
CHSPSC, LLC (formerly known as Community Health Systems Professional Services Corporation (DE))	DUKES MEMORIAL HOSPITAL	Indiana State Registration (ID: 2007-0023)
CHSPSC, LLC (formerly known as Community Health Systems Professional Services Corporation (DE))	DUPONT HOSPITAL	Indiana State Registration (ID: 2007-0022)