

11-20-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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101898584

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Province Healthcare Company

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (Delaware)  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Name: First Union National Bank, N.A.

Internal

Address: One First Union Center

Street Address: 301 South College Street

City: Charlotte State: NC Zip: 28288-0735

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Matthew S. Churchill

Internal Address: Robinson, Bradshaw & Hinson, P.A.

11/20/2001 6TON11 00000152 500327 2225334

40.00 CH

75.00 CH

Street Address: 101 N. Tryon Street, Suite 1900

City: Charlotte State: NC Zip: 28246

## 6. Total number of applications and registrations involved: \_\_\_\_\_

4

## 7. Total fee (37 CFR 3.41) \_\_\_\_\_ \$115.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

500327

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Matthew S. Churchill

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: \_\_\_\_\_

5

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**Province Healthcare Company  
Trademark Registration No. (s)**

1. 2,225,334
2. 2,273,435
3. 2,305,408
4. 2,273,436

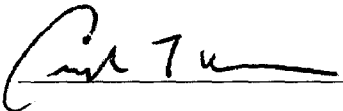
**GRANT OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

**WHEREAS, PROVINCE HEALTHCARE COMPANY** (the "Pledgor") is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents listed on Schedule A attached hereto, which patents are registered or have pending applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and

**WHEREAS**, the Pledgor has entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of November \_\_, 2001, in which the Pledgor has agreed with First Union National Bank, as Agent (the "Agent"), with offices at One First Union Center, 301 South College Street, Charlotte, North Carolina 28288-0735, to execute this Grant;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby pledge, assign, deliver and grant to the Agent a lien upon and a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks and the Patents. This Grant has been given in conjunction with the security interest granted to the Agent under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

**PROVINCE HEALTHCARE COMPANY**

By:   
Title: Vice President

State of Tennessee

County of Williamson

Before me appeared Christopher T. Hannon, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the identified corporation or other juristic entity with authority to do so.

This 7<sup>th</sup> day of November, 2001.

Yvonne Marie C. Coker

Notary Public

(Seal)

My Commission Expires: My Commission Expires SEPT. 25, 2004

# TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Pledgor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
Province Healthcare Company	Miscellaneous Design (half sun logo)	2,225,334	USA	02/23/1999
Province Healthcare Company	PROVINCE HEALTHCARE (block)	2,273,435	USA	08/31/1999
Province Healthcare Company	PROVINCE HEALTHCARE (and design)	2,305,408	USA	01/04/2000
Province Healthcare Company	PROVINCE (block)	2,273,436	USA	08/31/1999