FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

12-18-2001

101918844

DEC 07 2001

settings ⇒ ⇒ ⇒

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

1. Name of conveying party(ies):

Triad Hospitals, Inc.
Triad Hospitals Holdings, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State:
☐ Other

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

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

Name: Bank of America, N.A.,
Internal Address: as Administrative Agent
Street Address: 414 Union Street
City: Nashville State: TN ZIP: 37219

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State TN
☐ Other

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

3. Nature of conveyances:

☐ Assignment ☐ Merger
☒ Security Agreement (Borrower) ☐ Change of Name
☐ Other

Execution Date: 4/27/01

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

A. Trademark Application(s)

Serial No. 75/630,897
Serial No. 75/630, 893
Serial No. 75/594,617
Serial No. 75/594,616

Additional numbers attached? ☒ Yes ☐ No

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

Name: Luis Melendez - 4026741-62
Internal Address:

RETURN TO:
LEXIS® DOCUMENT SERVICES
125 Park Avenue
New York, New York 10017

Street Address:

City: State: ZIP:

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:

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

DO NOT USE THIS SPACE

12/18/2001 GTON11 00000015 75630897
01 FC:481 40.00 OP
02 FC:482 75.00 OP

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

Maureen Murphy — Name of Person Signing
Maureen P. Murphy — Signature
10/19/01 — Date
Total number of pages including coversheet, attachments and document: 71

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

OIPE JC154
DEC 0 7 2001
PATENT & TRADEMARK OFFICE

OIPE
NOV 2 0 2001
PATENT & TRADEMARK OFFICE

Amended and Restated

Borrower Security Agreement

Schedule 1(b)(i) - Intellectual Property

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS

Trademark	Trademark Owner Name	Registration/Serial/ Jurisdiction/ Number	Registration/ Filing Date	
TRIAD HOSPITALS, INC. & Design	Triad Hospitals Holdings, Inc. (merged with and into Triad Hospitals, Inc.)	Serial No. 75/630,897	Filing Date 1/29/99	1
TRIAD HOSPITALS, INC. & Design	Triad Hospitals Holdings, Inc. (merged with and into Triad Hospitals, Inc.)	Serial No. 75/630,893	Filing Date 1/29/99	2
TRIAD HOSPITALS	Triad Hospitals Holdings, Inc.	Serial No. 75/594,617	Filing Date 11/23/98	3
TRIAD HOSPITALS	Triad Hospitals Holdings, Inc.	Serial No. 75/594,616	Filing Date 11/23/98	4
FOUR TRIANGLES DESIGN AS SET FORTH IN THE ATTACHMENT	Triad Hospitals, Inc. (C/HCA, Inc.)	Tennessee Serial No. 75630896	Filing Date 1/29/99	

SERVICE MARKS

Service Mark	Service Mark Owner Name	Registration/Serial/ Jurisdiction/ Number	Registration/ Filing Date
FOUR TRIANGLES DESIGN AS SET FORTH IN THE ATTACHMENT	Triad Hospitals, Inc. (C/HCA, Inc.)	Tennessee Serial No. 75630895	Filing Date 1/29/99

Amended and Restated

Borrower Security Agreement

Schedule 1(b)(ii) - Intercompany Notes

Triad Intercompany Notes

	Debtor	Creditor	Amount ($)	Date	Description of Note
1.	Alice Surgeons, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
2.	Arizona ASC Management, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
3.	Brazos Valley of Texas, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
4.	Brownwood Hospital, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
5.	Carlsbad Medical Center, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
6.	Claremore Physicians, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
7.	Claremore Regional Hospital, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
8.	Clinico, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
9.	College Station Hospital, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
10.	Crestwood Healthcare, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
11.	Crestwood Hospital & Nursing Home, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
12.	Crestwood Hospital Holdings, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
13.	Dallas Physician Practice, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
14.	Day Surgery, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note

	Debtor	Creditor	Amount ($)	Date	Description of Note
15.	DeQueen Regional Medical Center, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
16.	Douglas Medical Center, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
17.	E.D. Clinics, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
18.	El Dorado Medical Center, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
19.	Eye Institute of Southern Arizona, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
20.	GHC Hospitals, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
21.	Gulf Coast Hospital, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
22.	HDP De Queen, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
23.	HDP Woodland Heights, LP	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
24.	Healdsburg of California, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
25.	Hobbs Physician Practice, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
26.	HTI Tuscon Rehabilitation, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
27.	Independence Regional Health Center, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
28.	Kensingcare, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
29.	Laredo Hospital, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
30.	Lea Regional Hospital, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note

TRADEMARK
REEL: 002408 FRAME: 0886

			Amount ($)	Date	Description of Note
31.	Longview Medical Center, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
32.	Medical Holdings, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
33.	Medical Management, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
34.	Medical Park Hospital, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
35.	Medical Park MSO, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
36.	Missouri Healthserv, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
37.	Navarro Hospital, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
38.	Northwest Hospital, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
39.	Odessa, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
40.	Overland Park Regional Medical Center, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
41.	Pacific East Division Office, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
42.	Pacific Group ASC Division, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
43.	Pacific Physicians Services, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
44.	Pacific West Division Office, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
45.	Pampa Hospital, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
46.	Pecos Valley of New Mexico, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note

TRADEMARK
REEL: 002408 FRAME: 0887

			Amount ($)	Date	Description of Note
47.	Phoenix Amdeco, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
48.	Phoenix Surgical, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
49.	Physicians and Surgeons Hospital of Alice, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
50.	Phys-Med, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
51.	Piney Woods Healthcare System, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
52.	Primary Medical, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
53.	Psychiatric Services of Paradise Valley, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
54.	San Angelo Hospital, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
55.	San Diego Hospital, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
56.	San Leandro Hospital, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
57.	Sherman Hospital, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
58.	South Alabama Managed Care Contracting, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
59.	South Alabama Medical Management Services, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
60.	South Alabama Physicians Service, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
61.	South Arkansas Clinic, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
62.	Sprocket Medical Management, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note

TRADEMARK
REEL: 002408 FRAME: 0888

				Date	Description of Note
63.	Surgicare of Independence, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
64.	Surgicare of San Leandro, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
65.	Surgicare of Sherman, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
66.	Surgicare of Victoria, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
67.	Surgicare Outpatient Center of Lake Charles, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
68.	Surgicenter of Johnson County, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
69.	Surgicenters of America, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
70.	Terrell Hospital, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
71.	Triad El Dorado, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
72.	Triad Healthcare System of Phoenix, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
73.	Triad Holdings II, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
74.	Triad Holdings III, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
75.	Triad of Arizona (L.P.), Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
76.	Triad of Phoenix, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
77.	Triad RC, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
78.	Triad-Arizona, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note

TRADEMARK
REEL: 002408 FRAME: 0889

79.	Triad-South Tulsa Hospital Company, Inc.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
80.	TROSCO, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
81.	Trufor Pharmacy, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
82.	VFARC, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
83.	VHC Holding, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
84.	Victoria of Texas, L.P.	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
85.	VRMC Limited Partnership	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
86.	Williamette Valley Clinics, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
87.	Williamette Valley Medical Center, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note
88.	Women & Children's Hospital, LLC	Triad Corporate Services, Limited Partnership	500,000,000	May 12, 1999	Intercompany Promissory Note

II. Quorum Intercompany Notes

				Date	Description of Note
1.	QHG of Alabama, Inc.	Quorum, Inc.	78,975,000	December 15, 1992	Intercompany Note
2.	QHG of Alabama, Inc.	Quorum, Inc.	44,000,000	February 28, 1998	Intercompany Note
3.	ParkView Medical Corp.	Quorum, Inc.	10,100,000	December 29, 1995	Intercompany Note
4.	QHG of Gadsden, Inc.	Quorum, Inc.	33,000,000	February 28, 1998	Intercompany Note
5.	QHG of Gadsden, Inc.	Quorum, Inc.	38,000,000	December 3, 1993	Intercompany Note
6.	QHG of South Carolina, Inc.	Quorum, Inc.	15,500,000	June 30, 2000	Renewal Promissory Note
7.	QHG of South Carolina, Inc.	Quorum, Inc.	65,000,000	February 28, 1998	Intercompany Note
8.	IOM Partnership	Quorum, Inc.	115,000,000	July 31, 1995	Intercompany Note
9.	QHG of Indiana, Inc.	Quorum, Inc.	64,000,000	February 28, 1998	Intercompany Note
10.	QHG of Jacksonville, Inc.	Quorum, Inc.	10,000,000	May 31, 1996	Intercompany Note
11.	Wesley Health System LLC	Quorum, Inc.	60,000,000	September 1, 1997	Intercompany Note
12.	QHG of South Carolina, Inc.	Quorum, Inc.	50,000,000	June 30, 2000	Intercompany Note
13.	QHG of Spartanburg, Inc.	Quorum, Inc.	40,000,000	June 30, 2000	Intercompany Note
14.	Baton Rouge Health System LLC	Quorum Health Group, Inc.	28,000,000	September 30, 1998	Secured Promissory Note
15.	Baton Rouge Health System LLC	Quorum Health Group, Inc.	2,000,000	September 30, 1998	Secured Promissory Note
16.	DuPont Hospital LLC	Quorum Health Group, Inc.	30,540,000	December 21, 1999	Secured Promissory Note
17.	River Region Medical Center	Quorum Health Group, Inc.	6,000,000	November 1, 1997	Revolving Credit Note
18.	Cambio Health Solutions, LLC	Quorum Health Group, Inc.	5,000,000	September 1, 1999	Revolving Line of Credit Note
19.	Vicksburg Healthcare, LLC	Quorum Health Group, Inc.	15,000,000	October 30, 1998	Revolving Line of Credit Note
20.	DuPont Hospital LLC	Quorum Health Group, Inc.	5,000,000	December 21,1999	Revolving Line of Credit Note

TRADEMARK
REEL: 002408 FRAME: 0891

21.	Baton Rouge Health System LLC	Quorum Health Group, Inc.	15,000,0000	September 30, 1998	Revolving Line of Credit Note
22.	Wesley Health System LLC	Quorum Health Group, Inc.	2,000,000	September 1, 1997	Revolving Line of Credit Note
23.	Barberton Health System LLC	Quorum Health Group, Inc.	4,000,000	November 30, 1996	Revolving Line of Credit Note
24.	Massillon Health System LLC	Quorum Health Group, Inc.	2,500,000	October 31, 1996	Revolving Line of Credit Note
25.	Mary Black Health System LLC	Quorum, Inc.	5,000,000	July 3. 1996	Revolving Credit Note

Amended and Restated

Borrower Security Agreement

Schedule 1(b)(iii) - Prior Liens

Attached.

Debtor	Creditor	Jurisdiction	Description	Result	File Date	Doc Number
Barberton Health System, LLC	Allegiance Healthcare Corp.	Summit County, OH	Specific equipment	UCC-1	11/16/98	21024541
Barberton Health System, LLC	Allegiance Healthcare Corp.	Ohio, SOS	Specific equipment	UCC-1	11/19/98	AP0101147
Barberton Health System, LLC	Citicorp Leasing, Inc.	Ohio, SOS	Specific equipment	UCC-1	1/30/97	B1309720101
Barberton Health System, LLC	Citicorp Leasing, Inc.	Summit County, OH	Specific equipment	UCC-1	2/4/97	20116140
Barberton Health System, LLC	Citicorp Leasing, Inc.	Summit County, OH	Specific equipment	UCC-1	2/4/97	512780
Barberton Health System, LLC	Dade International Chemistry Division	Ohio, SOS	Specific equipment	UCC-1	1/26/99	AP0115045
Barberton Health System, LLC	Dade International Chemistry Division	Summit County, OH	Specific equipment	UCC-1	1/28/99	21027323
**Barberton Health System, LLC	Rockford	Summit County, OH	All assets	UCC-1	1/19/99	21026894
**Barberton Health System, LLC	Rockford	Ohio, SOS	All assets	UCC-1	1/20/99	AP0116924
*Baton Rouge Health System, LLC	Quorum Health Group, Inc.	Louisiana, SOS	All assets located on certain properties	UCC-1	10/1/98	17-1157455
Brownwood Hospital, LP	Dade Behring Financial Services	Texas, SOS	Specific equipment pursuant to a Reportable Test Agreement	UCC-1	3/8/99	99-0044344
Brownwood Hospital, LP	Dade Behring Financial Services	Texas, SOS	Specific filing pursuant to a Rental Agreement	UCC-1	5/19/01	01-0050689
Brownwood Hospital, LP	McKessonHBOC Capital Corp.	Texas, SOS	Equipment and personal property related to a Rental Agreement	UCC-1	5/22/00	00-0501844
**BVSC LLC	Heritage Bank	Texas, SOS	Fixture filing	UCC-1	12/27/00	
Carlsbad Medical Center, LLC	Bayer Corporation Diagnostics Division	New Mexico, SOS	Specific equipment	UCC-1	3/12/01	10312023
Carlsbad Medical Center, LLC	Dade Behring Financial Services	New Mexico, SOS	Specific equipment	UCC-1	12/20/99	991220037
Carlsbad Medical Center, LLC	Dade Behring Financial Services	New Mexico, SOS	Specific equipment	UCC-1	9/18/00	918057

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Carlsbad Medical Center, LLC	Gen. Elec.	New Mexico, SOS	Specific equipment	UCC-1	10/13/98	981013103
Claremore Regional Hospital, LLC	Dade Behring Financial Services	Oklahoma County, OK	Specific equipment	UCC-1	8/24/99	0043428
Claremore Regional Hospital, LLC	Fleet Bank N.A.	Oklahoma County, OK	Specific equipment	UCC-1	10/11/96	0053132
Claremore Regional Hospital, LLC	General Electric	Rogers County, OK	Specific equipment	UCC-1	9/14/99	1416
Claremore Regional Hospital, LLC	General Electric Capital Corp.	Oklahoma County, OK	Specific equipment	UCC-1	5/1/00	0024055
Claremore Regional Hospital, LLC	McKessonHBOC Capital Corp	Oklahoma County, OK	Specific equipment pursuant to a Rental Agreement	UCC-1	12/6/00	0064799
Claremore Regional Hospital, LLC	GE Capital Corp.	Rogers County, OK	Specific equipment pursuant to a Rental Agreement	UCC-1	12/11/00	2081
Claremore Regional Hospital, LLC	Toshiba Financial Services	Oklahoma County, OK	Specific equipment	UCC-1	8/5/99	0039806
College Station Hospital LP	Smith & Nephew Finance	Texas, SOS	Specific equipment	UCC-1	12/8/00	00-639697
College Station Medical Center LLC	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	8/24/99	99-0171273
College Station Medical Center LLC	McKessonHBOC Capital Corp.	Texas, SOS	Specific equipment	UCC-1	10/10/00	00-0601133
**Crestwood Healthcare, L.P.	Colonial Bank	Madison County, AL	All assets pursuant to the Leasehold Mortgage and Security Agreement	UCC-1	8/27/98	B98-82038FS
**Crestwood Healthcare, L.P.	Colonial Bank	Alabama, SOS	All assets pursuant to the Leasehold Mortgage and Security Agreement	UCC-1	9/1/98	B98-37649FS
Crestwood Healthcare, L.P.	Dade Behring Inc.	Alabama, SOS	Specific equipment	UCC-1	7/1/99	B99-27816FS

TRADEMARK
REEL: 002408 FRAME: 0895

[illegible]	[illegible]	Jurisdiction	Description	[illegible]	[illegible]	[illegible]
Crestwood Healthcare, L.P.	Dade Behring Inc.	Alabama, SOS	Specific equipment	UCC-1	10/19/00	B00-41533FS
Crestwood Healthcare, L.P.	Mitel Capital Corp.	Alabama, SOS	Specifc equipment pursuant to a Lease	UCC-1	11/2/98	B98-46373FS
Crossroads Healthcare Management, LLC	Mellon First United Leasing	Texas, SOS	Specific equipment	UCC-1	1/28/98	9800018231
Detar Hospital, LLC	Allegiance Healthcare Corp.	Texas, SOS	Specific equipment	UCC-1	5/8/97	97-0096036
Detar Hospital, LLC	Beckman Coulter, Inc.	Texas, SOS	Specific equipment	UCC-1	8/17/99	99-0165897
Detar Hospital, LLC	Beckman Coulter, Inc.	Texas, SOS	Specific equipment	UCC-1	5/4/00	00-489338
Detar Hospital, LLC	Beckman Instruments, Inc.	Texas, SOS	Specific equipment	UCC-1	5/2/96	082981
Detar Hospital, LLC	Chiron Diagnostic Corp.	Texas, SOS	Specific equipment	UCC-1	10/27/98	98-0215178
Detar Hospital, LLC	EUA Cogenex Corp.	Texas, SOS	Specific equipment and savings therefrom pursuant to an Energy Services Agreement	UCC-1	10/6/93	93-0191503
Detar Hospital, LLC	Sanwa Business Credit Corp.	Texas, SOS	Assignment of filing 93-0191503	UCC-3	8/12/94	94-696715
Detar Hospital, LLC	Sanwa Business Credit Corp.	Texas, SOS	Continuation	UCC-3	8/24/98	98-705989
*Dupont Hospital, LLC	Quorum Health Group, Inc.	Allen County, IN	All assets	UCC-1	1/5/00	200000019
*Dupont Hospital, LLC	Quorum Health Group, Inc.	Allen County, IN	Fixture filing	UCC-2	1/5/00	200000020
*Dupont Hospital, LLC	Quorum Health Group, Inc.	Indiana, SOS	All assets	UCC-1	1/6/00	2299143
Eye Care Surgicare, Ltd.	Alcon Surgical, Inc.	Missouri, SOS	Specific equipment	UCC-1	2/24/98	2882277
Eye Care Surgicare, Ltd.	Alcon Surgical, Inc.	Missouri, SOS	Specific equipment	UCC-1	6/29/00	4062545

TRADEMARK
REEL: 002408 FRAME: 0896

Debtor	Creditor	Jurisdiction	Description	Form	File Date	File Number
Gulf Coast Hospital, L.P.	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	12/3/99	99-0240417
Gulf Coast Medical Center, LLC	Dade International Glasgow Business Community	Texas, SOS	Specific equipment	UCC-1	5/24/97	97-0052261
**Independence Regional Health Center, LLC	(1) Galen of Kansas, Inc., (2) American Medicorp Development Co., Inc., (3) Primary Medical Management, Inc., (4) Medical Care International, Inc.	Missouri, SOS	All assets	UCC-1	2/16/99	3003569
Independence Regional Health Center, LLC	Alcon Surgical, Inc.	Missouri, SOS	Specific equipment	UCC-1	9/15/93	2310709
Independence Regional Health Center, LLC	Alcon Surgical, Inc.	Missouri, SOS	Continuation of filing 2310709	UCC-3	5/27/98	2919356
**Independence Regional Health Center, LLC	Bank of America, as Administrative Agent for Banks on Schedule A	Missouri, SOS	All income, revenues, receipts and other moneys, and all proceeds and products	UCC-1	9/27/00	4071247
Independence Regional Health Center, LLC	Dade Behring Financial Services	Missouri, SOS	Specific equipment pursuant to a Lease Agreement	UCC-1	6/30/99	3052015
Independence Regional Health Center, LLC	First Business Bank of KS	Missouri, SOS	Specific equipment	UCC-1	6/22/99	3048311
Independence Regional Health Center, LLC	General Electric Co.	Missouri, SOS	Specific equipment	UCC-1	9/28/93	2313967

TRADEMARK
REEL: 002408 FRAME: 0897

[illegible]	Creditor	Jurisdiction	Description	[illegible]	[illegible]	[illegible]
Independence Regional Health Center, LLC	General Electric Co.	Missouri, SOS	Specific equipment	UCC-1	1/24/97	2749439
Independence Regional Health Center, LLC	General Electric Co.	Missouri, SOS	Continuation of filing 2313967	UCC-3	7/16/98	2937538
IOM Health Systems, LP	Stryker Capital	Indiana, SOS	Specific equipment	UCC-1	5/26/99	2259431
IOM Health Systems, LP	Winthrop Resources Corp.	Indiana, SOS	Specific equipment	UCC-1	5/1/97	2121639
IOM Health Systems, LP	Winthrop Resources Corp.	Indiana, SOS	Specific equipment	UCC-1	5/1/97	2121638
Lea Regional Hospital, LLC	National City Bank - Kentucky	Lea County, NM	Fixture filing in relation to specific equipment	UCC	8/10/95	BKFSBS37P83
Lyster Reference Laboratory, LP	Allegiance Healthcare Corp.	Texas, SOS	Specific equipment	UCC-1	10/2/00	00-0597092
Lyster Reference Laboratory, LP	Beckman Instruments, Inc.	Texas, SOS	Specific equipment	UCC-1	10/24/97	97-0219515
Mary Black Health System, LLC	Beckman Coulter Corp.	South Carolina, SOS	Specific equipment	UCC-1	12/29/00	001229-120055A
Mary Black Health System, LLC	Beckman Coulter Corp.	South Carolina, SOS	Specific equipment	UCC-1	12/29/00	001229-120112A
Mary Black Health System, LLC	Beckman Coulter Corp.	South Carolina, SOS	Specific equipment	UCC-1	12/29/00	001229-120126A
Mary Black Health System, LLC	Business Credit Leasing	South Carolina, SOS	Specific equipment pursuant to a Lease Agreement	UCC-1	6/27/97	9712101-121047C
Mary Black Health System, LLC	GreatAmerica Leasing Corp	South Carolina, SOS	Specific equipment	UCC-1	11/6/00	001106-112607A
Mary Black Health System, LLC	Siemens Credit Corp.	South Carolina, SOS	Specific equipment pursuant to a Lease Agreement	UCC-1	12/3/96	970211-113526A

TRADEMARK
REEL: 002408 FRAME: 0898

[illegible]	[illegible]	Jurisdiction	[illegible]	[illegible]	[illegible]	[illegible]
Massillon Health System, LLC	Beckman Instruments, Inc.	Stark County, OH	Specific equipment	UCC-1	12/11/96	46795
Massillon Health System, LLC	Copelco Capital, Inc.	Stark County, OH	Specific equipment	UCC-1	3/30/98	63776
Massillon Health System, LLC	Copelco Capital, Inc.	Ohio, SOS	Specific equipment	UCC-1	4/3/98	AP0038027
Massillon Health System, LLC	General Electric Co.	Ohio, SOS	Specific equipment	UCC-1	11/27/96	030576
Massillon Health System, LLC	General Electric Co.	Stark County, OH	Specific equipment	UCC-1	12/13/96	46871
Massillon Health System, LLC	General Electric Co.	Ohio, SOS	Specific equipment	UCC-1	12/24/96	AN28002
Massillon Health System, LLC	General Electric Co.	Ohio, SOS	Specific equipment	UCC-1	12/24/96	AN28001
Massillon Health System, LLC	General Electric Co.	Ohio, SOS	Specific equipment	UCC-1	12/24/96	AN28000
Massillon Health System, LLC	General Electric Co.	Ohio, SOS	Specific equipment	UCC-1	12/24/96	AN27999
Massillon Health System, LLC	General Electric Co.	Ohio, SOS	Specific equipment	UCC-1	12/24/96	AN27998
Massillon Health System, LLC	General Electric Co.	Ohio, SOS	Specific equipment	UCC-1	12/24/96	AN27992
Massillon Health System, LLC	General Electric Co.	Ohio, SOS	Specific equipment	UCC-1	12/24/96	AN27991
Massillon Health System, LLC	General Electric Co.	Stark County, OH	Specific equipment	UCC-1	1/7/97	47732
Massillon Health System, LLC	General Electric Co.	Stark County, OH	Specific equipment	UCC-1	1/7/97	47731
Massillon Health System, LLC	General Electric Co.	Stark County, OH	Specific equipment	UCC-1	1/7/97	47730
Massillon Health System, LLC	General Electric Co.	Stark County, OH	Specific equipment	UCC-1	1/7/97	47729

TRADEMARK
REEL: 002408 FRAME: 0899

Debtor	Creditor	Jurisdiction	Description	Filing	Date	File Number
Massillon Health System, LLC	General Electric Co.	Stark County, OH	Specific equipment	UCC-1	1/7/97	47728
Massillon Health System, LLC	General Electric Co.	Stark County, OH	Specific equipment	UCC-1	1/7/97	47727
Massillon Health System, LLC	General Electric Co.	Stark County, OH	Specific equipment	UCC-1	1/7/97	47726
Massillon Health System, LLC	Master Lease Div. of Tokai Financial Services	Ohio, SOS	Specific equipment	UCC-1	12/16/96	AN25735
Massillon Health System, LLC	Master Lease Div. of Tokai Financial Services	Stark County, OH	Specific equipment	UCC-1	12/16/96	47007
Massillon Health System, LLC	Minolta Leasing Corp.	Ohio, SOS	Specific equipment	UCC-1	12/16/96	AN25784
Massillon Health System, LLC	Minolta Leasing Corp.	Ohio, SOS	Specific equipment	UCC-1	12/16/96	AN25733
Massillon Health System, LLC	Minolta Leasing Corp.	Ohio, SOS	Specific equipment	UCC-1	12/16/96	AN25732
Massillon Health System, LLC	Minolta Leasing Corp.	Ohio, SOS	Specific equipment	UCC-1	12/16/96	AN25729
Massillon Health System, LLC	Minolta Leasing Corp.	Stark County, OH	Specific equipment	UCC-1	12/16/96	47006
Massillon Health System, LLC	Minolta Leasing Corp.	Stark County, OH	Specific equipment	UCC-1	12/16/96	47005
Massillon Health System, LLC	Minolta Leasing Corp.	Stark County, OH	Specific equipment	UCC-1	12/16/96	47003
Massillon Health System, LLC	Minolta Leasing Corp.	Stark County, OH	Specific equipment	UCC-1	12/16/96	47002
*Massillon Health System, LLC	Quorum Health Group, Inc.	Stark County, OH	All assets	UCC-1	11/1/96	45333
Massillon Health System, LLC	Tokai Financial Services, Inc.	Ohio, SOS	Specific equipment	UCC-1	5/26/98	AP0066269

TRADEMARK
REEL: 002408 FRAME: 0900

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
**Massillon Health System, LLC	VGM Financial Services	Stark County, OH	All equipment, furniture, fixtures, machinery, inventory and goods financed and leased from Secured Party and subject to any agreement between Debtor and Secured Party, and all debtor's accounts, money, general intangibles, instruments, documents and chattel paper (pursuant to a Lease Agreement)	UCC-1	4/11/00	00033112
**Massillon Health System, LLC	VGM Financial Services	Ohio, SOS	All equipment, furniture, fixtures, machinery, inventory and goods financed and leased from Secured Party and subject to any agreement between Debtor and Secured Party, and all debtor's accounts, money, general intangibles, instruments, documents and chattel paper (pursuant to a Lease Agreement)	UCC-1	1/8/01	AP316785

TRADEMARK
REEL: 002408 FRAME: 0901

Debtor	Creditor	Jurisdiction	Collateral			
**Massillon Health System, LLC	VGM Financial Services	Stark County, OH	All inventory, rights to certain payments, accounts, general intangibles, contract rights, instruments and chattel paper pursuant and subject to a Lease Agreement	UCC-1	1/9/01	00094391
Medical Center at Terrell, LLC	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	12/7/99	99-0242197
Medical Center at Terrell, LLC	McKesson HBOC Capital Corp.	Hempstead County, AR	Specific equipment pursuant to a Rental Agreement	UCC-1	2/28/00	000-0111
Navarro Hospital, L.P.	Dade Behring Financial Services	Texas, SOS		UCC-1	12/15/99	99-0247502
NC-DSH, Inc.	General Electric Capital Corp.	Nevada, SOS	Specific equipment pursuant to a Lease Agreement, and any and all leases, schedules, add-ons and/or obligations which may be executed between Lessee and Lessor	UCC-1	12/29/97	9721371
NC-DSH, Inc.	Graybar Fiancial Services	Nevada, SOS	Specific equipment pursuant to a Lease Agreement	UCC-1	10/14/96	9616674
NC-DSH, Inc.	Steelcase Financial Services, Inc.	Nevada, SOS	Specific equipment pursuant to a Lease Agreement	UCC-1	10/9/96	9616390
Northwest Hospital, LLC	American Business Credit	Arizona, SOS	Specific equipment	UCC-1	4/3/96	891900
Northwest Hospital, LLC	Becton Dickinson Microbiology Systems	Arizona, SOS	Specific equipment	UCC-1	9/12/00	01137785

TRADEMARK
REEL: 002408 FRAME: 0902

[illegible]	Creditor	Jurisdiction	Description	Form	Date	File Number
Northwest Hospital, LLC	Canon Financial Services, Inc.	Arizona, SOS	Specific equipment	UCC-1	1/10/00	1099865
Northwest Hospital, LLC	Dade Behring Financial Services	Arizona, SOS	Specific equipment	UCC-1	7/16/99	1076538
Northwest Hospital, LLC	Dade Behring Financial Services	Arizona, SOS	Specific equipment	UCC-1	9/1/00	1137253
Northwest Hospital, LLC	Datascope Corp.	Arizona, SOS	Specific equipment	UCC-1	4/9/96	0892735
Northwest Hospital, LLC	VidaMed Inc.	Arizona, SOS	Specific equipment	UCC-1	12/12/00	01150848
**Overland Park Regional Medical Center, LLC	(1) Galen of Kansas, Inc., (2) American Medicorp Development Co., Inc., (3) Primary Medical Management, Inc., (4) Medical Care International, Inc.	Kansas, SOS	All assets	UCC-1	2/16/99	2531509
Overland Park Regional Medical Center, LLC	BioMerieux Vitek, Inc.	Kansas, SOS	Specific equipment	UCC-1	12/1/97	2340221
Overland Park Regional Medical Center, LLC	Marquette Medical Systems, Inc.	Kansas, SOS	Specific equipment	UCC-1	5/22/97	2356035
Palm Drive Hospital	Becton Dickinson Microbiology Systems	California, SOS	Specific equipment	UCC-1	7/2/98	9818760705
Palm Drive Hospital	Copelco Capital, Inc.	California, SOS	Specific equipment	UCC-1	8/12/99	9923861116
Palm Drive Hospital, L.P.	Ciba Corning Diagnostic Corp.	California, SOS	Specific equipment	UCC-1	6/7/96	9616360789
Pampa Hospital, L.P.	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	4/6/00	00-0467201
Physicians and Surgeons Hospital of Alice, LP	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	2/25/99	99-0038038

TRADEMARK
REEL: 002408 FRAME: 0903

[illegible]	[illegible]	Jurisdiction	[illegible]	[illegible]	[illegible]	[illegible]
Physicians and Surgeons Hospital of Alice, LP	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	6/9/00	00-0515614
Physicians and Surgeons Hospital of Alice, LP	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	11/10/00	00-0622826
Physicians and Surgeons Hospital of Alice, LP	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	2/22/01	01-0032196
Piney Woods Healthcare System, L.P.	McKessonHBOC Capital Corp.	Texas, SOS	Specific equipment	UCC-1	12/5/00	00-0636196
QHG of Alabama, Inc.	General Electric Co.	Alabama, SOS	Specific equipment	UCC-1	3/30/00	2000-12747
QHG of Alabama, Inc.	Rockford	Alabama, SOS	Specific equipment pursuant to a Lease	UCC-1	5/17/99	1999-21076
QHG of South Carolina, Inc.	Bankers/Softech Divisions of EAB Leasing Corp.	South Carolina, SOS	Specific equipment	UCC-1	11/15/00	001115-101939A
QHG of South Carolina, Inc.	Canon Financial Services, Inc.	South Carolina, SOS	Specific equipment	UCC-1	2/5/99	990205-104111A
QHG of South Carolina, Inc.	Canon Financial Services, Inc.	South Carolina, SOS	Specific equipment	UCC-1	3/8/99	990308-121412A
QHG of South Carolina, Inc.	Colonial South Corp.	South Carolina, SOS	Specific equipment	UCC-1	3/3/97	970303-103334A
QHG of South Carolina, Inc.	Colonial South Corp.	South Carolina, SOS	Specific equipment	UCC-1	3/3/97	970303-103355A
QHG of South Carolina, Inc.	Copelco Capital, Inc.	South Carolina, SOS	Specific equipment	UCC-1	6/16/97	970616-104513A
QHG of South Carolina, Inc.	Copelco Capital, Inc.	South Carolina, SOS	Specific equipment	UCC-1	9/18/97	970918-104602A
QHG of South Carolina, Inc.	Copelco Capital, Inc.	South Carolina, SOS	Specific equipment	UCC-1	6/2/99	990602-101213A

TRADEMARK
REEL: 002408 FRAME: 0904

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
QHG of South Carolina, Inc.	Copelco Capital, Inc.	South Carolina, SOS	Specific equipment	UCC-1	6/2/99	990602-101245A
QHG of South Carolina, Inc.	Fleet Bank of NY	South Carolina, SOS	Specific equipment	UCC-1	2/18/97	970218-123924A
QHG of South Carolina, Inc.	Mellon First United Leasing	South Carolina, SOS	Specific equipment	UCC-1	7/9/99	990709-091832A
QHG of South Carolina, Inc.	U.S. Bancorp Oliver Allen Technology Leasing	South Carolina, SOS	Specific equipment	UCC-1	9/12/00	000912-104242A
QHG of Springdale, Inc.	Becton Dickinson Microbiology Systems	Arkansas, SOS	Specific equipment	UCC-1	2/3/98	1113717
QHG of Springdale, Inc.	Becton Dickinson Microbiology Systems	Washington County, AR	Specific equipment	UCC-1	2/5/98	98-00337
QHG of Springdale, Inc.	Becton Dickinson Microbiology Systems	Washington County, AR	Amendment of filing 98-00337	UCC-3	12/28/98	98-357
QHG of Springdale, Inc.	Becton Dickinson Microbiology Systems	Arkansas, SOS	Amendment of filing 1113717	UCC-3	1/8/99	1113717
**Quorum Elf, Inc.	First Union National Bank, as Agent	Tennessee, SOS	All assets	UCC-1	11/26/97	972093629
**Quorum Elf, Inc.	First Union National Bank, as Agent	Williamson County, TN	All assets	UCC-1	12/2/97	70311
**Quorum Elf, Inc.	First Union National Bank, as Agent	Tennessee, SOS	All assets	UCC-1	12/9/97	972097001
Quorum Health Resources, LLC	Pitney Bowes Credit Corp.	Tennessee, SOS	Specific equipment	UCC-1	8/16/96	961027349
Quorum Health Resources, LLC	Pitney Bowes Credit Corp.	Tennessee, SOS	Specific equipment	UCC-1	3/25/97	972018898
River Region Medical Center	American Express Business Finance Corp.	Mississippi, SOS	Specific equipment	UCC-1	1/7/00	01393191
River Region Medical Corp.	AT&T Credit Corporation	Mississippi, SOS	Specific equipment	UCC-1	4/28/97	01097773

TRADEMARK
REEL: 002408 FRAME: 0905

[illegible]	[illegible]	Jurisdiction	[illegible]	[illegible]	[illegible]	[illegible]
River Region Medical Corp.	AT&T Credit Corporation	Warren County, MS	Specific equipment	UCC-1	4/29/97	96701
River Region Medical Corp.	AT&T Credit Corporation	Mississippi, SOS	Specific equipment	UCC-1	8/19/97	01133845
River Region Medical Corp.	AT&T Credit Corporation	Warren County, MS	Specific equipment	UCC-1	8/19/97	98001
River Region Medical Corp.	AT&T Credit Corporation	Warren County, MS	Specific equipment	UCC-1	8/19/97	97999
River Region Medical Corp.	AT&T Credit Corporation	Warren County, MS	Specific equipment	UCC-1	8/19/97	98000
River Region Medical Corp.	AT&T Credit Corporation	Mississippi, SOS	Specific equipment	UCC-1	8/19/97	01133846
River Region Medical Corp.	AT&T Credit Corporation	Mississippi, SOS	Specific equipment	UCC-1	8/19/97	01133847
River Region Medical Corp.	Becton Dickinson Microbiology Systems	Mississippi, SOS	Specific equipment	UCC-1	11/24/99	01382535
River Region Medical Corp.	CIT Communications Finance Corp.	Warren County, MS	Specific equipment	UCC-1	1/2/01	18697
River Region Medical Corp.	CIT Communications Finance Corp.	Mississippi, SOS	Specific equipment	UCC-1	1/2/01	01489259
River Region Medical Corp.	Copelco Capital Inc.	Warren County, MS	Specific equipment	UCC-1	12/5/96	95361
River Region Medical Corp.	Copelco Capital Inc.	Mississippi, SOS	Specific equipment	UCC-1	1/28/97	01069679
River Region Medical Corp.	Copelco Capital Inc.	Warren County, MS	Specific equipment	UCC-1	1/28/97	95889
River Region Medical Corp.	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	3/16/99	99-0051088
River Region Medical Corp.	General Electric Co.	Texas, SOS	Specific equipment	UCC-1	10/15/99	99-0207669
River Region Medical Corp.	Newcourt Communications Finance Corp.	Warren County, MS	Specific equipment	UCC-1	2/1/00	16219

TRADEMARK
REEL: 002408 FRAME: 0906

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
River Region Medical Corp.	Newcourt Communications Finance Corp.	Mississippi, SOS	Specific equipment	UCC-1	7/7/00	01446053
River Region Medical Corp.	Pitney Bowes Credit Corp.	Mississippi, SOS	Specific equipment	UCC-1	5/15/98	01214921
San Angelo Hospital, LP	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	3/16/99	99-0051089
San Angelo Hospital, LP	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	2/6/01	01-0022820
San Diego Hospital, L.P.	Dade Behring Financial Services	California, SOS	Specific equipment	UCC-1	5/16/00	0013860034
San Leandro Hospital	Allegiance Healthcare Corporation	California, SOS	Specific equipment pursuant to a Equipment Rental Agreement	UCC-1	3/1/00	0006360887
San Leandro Hospital	American Commercial Bank	California, SOS	Specific equipment	UCC-1	4/21/97	9711360925
San Leandro Hospital	Bank One, Utah NA	California, SOS	Assignment to filing 9933760001	UCC-2	3/27/00	00090C0683
San Leandro Hospital	Cura Capital Corporation	California, SOS	Specific equipment	UCC-1	11/22/99	9933760001
San Leandro Hospital	Med One Marketing, Inc.	California, SOS	Assignment to filing 9711360925	UCC-2	7/14/97	97198C0080
San Leandro Hospital	Vanguard Financial Service Corp	California, SOS	Specific equipment	UCC-1	1/5/98	9800960355
San Leandro Hospital, L.P.	Stryker Capital	California, SOS	All Stryker Equipment identified on Exhibit	UCC-1	1/4/01	0100961150
San Leandro Surgery Center, Ltd.	AT&T Capital Leasing Services, Inc.	California, SOS	Specific equipment	UCC-1	10/6/97	9728161149
San Leandro Surgery Center, Ltd.	De Lage Landen Financial Services, Inc.	California, SOS	Specific equipment	UCC-1	10/10/00	0029460638

TRADEMARK
REEL: 002408 FRAME: 0907

Debtor	Creditor	Jurisdiction	Description	Form	Filed Date	Filed Number
**San Leandro Surgery Center, Ltd.	Fremont Bank	California, SOS	All Inventory, Chattel Paper, Accounts, Equipment and General Intangibles of Debtor	UCC-1	1/5/99	9901260920
San Leandro Surgery Center, Ltd.	General Electric Co.	California, SOS	Specific equipment	UCC-1	10/26/99	9930860202
San Leandro Surgery Center, Ltd.	General Electric Co.	California, SOS	Assignment to filing 9930860202	UCC-3	1/17/01	01019C0276
San Leandro Surgery Center, Ltd.	Mellon First United Leasing	California, SOS	Specific equipment	UCC-1	11/21/97	9732960416
San Leandro Surgery Center, Ltd.	OEC Customer Finance	California, SOS	Specific equipment	UCC-1	9/12/00	0026361140
San Leandro Surgery Center, Ltd.	OEC Customer Finance	California, SOS	Amendment to filing 9930860202	UCC-2	7/20/00	00209C0349
San Leandro Surgery Center, Ltd.	Olympus America Inc.	California, SOS	Specific equipment	UCC-1	12/14/98	9835160474
San Leandro Surgery Center, Ltd.	Secured Funding Source	California, SOS	Specific equipment	UCC-1	3/11/97	9707660685
San Leandro Surgery Center, Ltd.	Stryker Capital	California, SOS	All Stryker Equipment identified on Exhibit	UCC-1	7/9/99	9919760310
San Leandro Surgery Center, Ltd.	Vanguard Financial Service Corp	California, SOS	Specific equipment	UCC-1	1/5/98	9800960355
Silsbee Doctors Hospital, LP	General Electric Co.	Texas, SOS	Specific equipment	UCC-1	10/12/98	98-0203309
Silsbee Doctors Hospital, LP		Texas, SOS		UCC-1	11/3/98	98-0220625
**SouthCrest, LLC	Columbia/HCA Capital Corp	Tulsa County, OK	Fixture Filing	UCC-1	5/11/98	98070761
**SouthCrest, LLC	Columbia/HCA Capital Corp	Oklahoma County, OK	Fixture Filing	UCC-1	8/5/98	N0006043
**SouthCrest, LLC	Columbia/HCA Capital Corp	Tulsa County, OK	Fixture Filing	UCC-3	8/3/98	9803552

TRADEMARK
REEL: 002408 FRAME: 0908

[illegible]	[illegible]	Jurisdiction	Description	[illegible]	[illegible]	[illegible]
SouthCrest, LLC	Dade Behring Financial Services	Oklahoma County, OK	Specific equipment	UCC-1	11/16/99	0057664
**SSA	Lubbock National Bank	Texas, SOS	All Inventory, Accounts and Equipment in relation to Specified Equipment on Schedule	UCC-1	2/16/96	96-0031915
**SSA	Lubbock National Bank	Texas, SOS	Continuation of filing 96-0031915	UCC-3	11/16/00	00-881250
Terrell Hospital, LP	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	12/23/99	99-0253285
Vicksburg Healthcare, LLC	Bankers Leasing Association, Inc.	Mississippi, SOS	Specific equipment	UCC-1	7/11/97	1122066
Vicksburg Healthcare, LLC	Bankers Leasing Association, Inc.	Mississippi, SOS	Specific equipment	UCC-1	7/11/97	1122078
Vicksburg Healthcare, LLC	Bankers Leasing Association, Inc.	Mississippi, SOS	Amendment of filing 1122066	UCC-3	7/17/99	97590
Vicksburg Healthcare, LLC	Bankers Leasing Association, Inc.	Mississippi, SOS	Amendment of filing 1122066	UCC-3	1/7/99	1283442
Vicksburg Healthcare, LLC	Bankers Leasing Association, Inc.	Mississippi, SOS	Amendment of filing 1122078	UCC-3	1/7/99	1283434
Vicksburg Healthcare, LLC	Bankers Leasing Association, Inc.	Warren County, MS	Amendment of filing 97590	UCC-3	1/12/99	97590AM
Vicksburg Healthcare, LLC	Bankers Leasing Association, Inc.	Warren County, MS	Specific equipment	UCC-1	1/12/99	97640
Vicksburg Healthcare, LLC	Bankers Leasing Association, Inc.	Mississippi, SOS	Amendment of filing 1122066	UCC-3	6/8/00	1437755
Vicksburg Healthcare, LLC	Bankers Leasing Association, Inc.	Warren County, MS	Amendment of filing 29610	UCC-3	6/8/00	97640
Vicksburg Healthcare, LLC	Bankers/Softech/Mid-States a Division of EAB Leasing Corp.	Mississippi, SOS	Specific equipment pursuant to a Rental Agreement	UCC-1	5/18/00	17046

TRADEMARK
REEL: 002408 FRAME: 0909

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
**Vicksburg Healthcare, LLC	Bankers/Softech/Mid-States a Division of EAB Leasing Corp.	Mississippi, SOS	All goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangible and property of every kind, and proceeds thereof	UCC-1	6/8/00	1437762
**Vicksburg Healthcare, LLC	Bankers/Softech/Mid-States a Division of EAB Leasing Corp.	Mississippi, SOS	All goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangible and property of every kind, and proceeds thereof	UCC-1	6/8/00	17234
Vicksburg Healthcare, LLC	Fisher Healthcare	Mississippi, SOS	Specific equipment	UCC-1	5/12/00	1430854
Vicksburg Healthcare, LLC	General Electric Co.	Mississippi, SOS	Specific equipment	UCC-1	3/11/98	99940
Vicksburg Healthcare, LLC	General Electric Co.	Mississippi, SOS	Specific equipment	UCC-1	2/13/01	1499103
Vicksburg Healthcare, LLC	General Electric Co.	Mississippi, SOS	Specific equipment	UCC-1	2/13/01	18433
Wagoner Community Hospital, LLC	Bankers/Softech/Mid-States, a Division of EAB Leasing Corp.	Oklahoma County, OK	Specific equipment pursuant to a Lease Agreement	UCC-1	3/23/00	N'0001592
Wagoner Community Hospital, LLC	Dade Behring Financial Services	Oklahoma County, OK	Specific equipment	UCC-1	6/4/98	0028741
Wesley Health System, LLC	Dade MicroScan Inc.	Mississippi, SOS	Specific equipment	UCC-1	7/29/98	1239119
Wesley Health System, LLC	Dade MicroScan Inc.	Forrest County, MS	Specific equipment	UCC-1	7/29/98	28505

TRADEMARK
REEL: 002408 FRAME: 0910

[illegible]	[illegible]	Jurisdiction	[illegible]	[illegible]	[illegible]	[illegible]
Wesley Health System, LLC	General Electric Co.	Mississippi, SOS	Specific equipment	UCC-1	10/6/97	1147719
Wesley Health System, LLC	General Electric Co.	Lamar County, MS	Specific equipment	UCC-1	10/6/97	8-30652
Wesley Health System, LLC	Newcourt Financial USA, Inc.	Mississippi, SOS	Specific equipment	UCC-1	10/15/99	1371991
Wesley Health System, LLC	Newcourt Financial USA, Inc.	Forrest County, MS	Specific equipment	UCC-1	10/18/99	78468__
Wesley Health System, LLC	Newcourt Financial USA, Inc.	Lamar County, MS	Specific equipment	UCC-1	10/18/99	8-35999
WHMC, Inc.	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	6/9/99	99-0114704
WHMC, Inc.	Dade Behring Financial Services	Texas, SOS	Specific equipment	UCC-1	7/8/99	99-0137929
WHMC, Inc.	Dade Chemistry Systems, Inc.	Texas, SOS	Specific equipment	UCC-1	11/13/96	96-0222284
Willamette Valley Medical Center, LLC	Dade Behring Inc.	Oregon, SOS	Specific equipment	UCC-1	4/9/99	463123
Willamette Valley Medical Center, LLC	Dade Behring Inc.	Oregon, SOS	Specific equipment	UCC-1	4/20/99	464519
Women & Children's Hospital, LLC	Chiron Diagnostics Corporation	Louisiana, SOS	Specific equipment	UCC-1	5/11/99	36-13897
Women & Children's Hospital, LLC	Dade Behring Financial Services	Louisiana, SOS	Specific equipment	UCC-1	9/1/99	40-047007
Women & Children's Hospital, LLC	Dade Behring Financial Services	Louisiana, SOS	Specific equipment	UCC-1	4/27/00	10-2500335
Woodland Heights Medical Center, LLC	DuPont Capital	Texas, SOS	Specific equipment	UCC-1	7/12/96	96-0134685
Woodland Heights Medical Center, LLC	DuPont Capital	Texas, SOS	Continuation of filing 96-0134685	UCC-3	2/22/01	01-619833

TRADEMARK
REEL: 002408 FRAME: 0911

**Woodland Heights Medical Center, LLC	McKessonHBOC Capital Corp.	Texas, SOS	All equipment, personal property, chattel paper, rentals, accounts receivable, general intangibles and other income related to a Rental Agreement	UCC-1	12/5/00	00-0636195
Woodland Heights Medical Center, LLC	McKessonHBOC Capital Corp.	Angelina County, TX	Specific equipment pursuant to a Rental Agreement	UCC-1	1/2/01	75536
Woodland Heights Medical Center, LLC	Republic Bank	Texas, SOS	Specific equipment	UCC-1	2/15/01	01-0031544

TRADEMARK
REEL: 002408 FRAME: 0912

Amended and Restated

Borrower Security Agreement

Schedule 4(a) - Jurisdiction of Organization/Chief Executive Office

Jurisdiction of Organization	Chief Executive Office	Tax ID Number
Delaware	13455 Noel Road, 20th Floor, Dallas, TX 75240	75-2816101

Amended and Restated
Borrower Security Agreement

Schedule 4(b) - Location of Collateral

13455 Noel Road, 20th Floor,
Dallas, TX 75240

Amended and Restated

Borrower Security Agreement

Schedule 4(c) - Mergers, Consolidations, Change in Structure or Use of Tradenames

None.

Amended and Restated

Borrower Security Agreement

Schedule 4(d) - Necessary Filings

I. UCC Filings

a. The office of the Secretary of State, Delaware

b. The office of the Secretary of State, Texas

II. Intellectual Property Filings

a. United States Patents and Trademarks Office

b. United States Copyrights Office

III. Other Filings

None.

Amended and Restated

Borrower Security Agreement

Schedule 5(f)(i)

NOTICE

OF

GRANT OF SECURITY INTEREST

IN

COPYRIGHTS

United States Copyright Office

Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of April 27, 2001 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and between Triad Hospitals Inc. a Delaware corporation (successor by merger to Triad Hospitals Holdings, Inc.) (the "Borrower"), and Bank of America, N.A. (formerly known as Bank of America National Trust and Savings Association), as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein (the "Secured Parties"), the Borrower has granted a continuing security interest in and continuing lien upon, the copyrights and copyright applications shown below to the Administrative Agent for the ratable benefit of the Secured Parties:

COPYRIGHTS

Copyright No.	Description of Copyright	Date of Copyright

COPYRIGHT APPLICATIONS

Copyright Applications No.	Description of Copyright Applied For	Date of Copyright Applications

The Borrower and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing copyrights and copyright applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

Very truly yours,

TRIAD HOSPITALS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A. (formerly known as BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION), as Administrative Agent

By: _____
Name: _____
Title: _____

Amended and Restated

Borrower Security Agreement

Schedule 5(f)(ii)

NOTICE

OF

GRANT OF SECURITY INTEREST

IN

PATENTS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of April 27, 2001 (the "Security Agreement") by and among Triad Hospitals, Inc., a Delaware corporation (successor by merger to Triad Hospitals Holdings, Inc.) (the "Borrower"), and Bank of America, N.A. (formerly known as Bank of America National Trust and Savings Association), as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein (the "Secured Parties"), the Borrower has granted a continuing security interest in and continuing lien upon, the patents and patent applications shown below to the Administrative Agent for the ratable benefit of the Secured Parties:

PATENTS

Patent No.	Description of Patent Item	Date of Patent

PATENT APPLICATIONS

Patent Applications No.	Description of Patent Applied For	Date of Patent Applications

The Borrower and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

TRIAD HOSPITALS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A. (formerly known as BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION), as Administrative Agent

By: _____
Name: _____
Title: _____

Amended and Restated

Borrower Security Agreement

Schedule 5(f)(iii)

NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of April 27, 2001 (the "Security Agreement") by and among Triad Hospitals, Inc., a Delaware corporation (successor by way of merger to Triad Hospitals Holdings, Inc.) (the "Borrower"), and Bank of America, Inc. (formerly Bank of America National Trust and Savings Association), as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein (the "Secured Parties"), the Borrower has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the Secured Parties:

TRADEMARKS

Trademark No.	Description of Trademark Item	Date of Trademark

TRADEMARK APPLICATIONS

Trademark Applications No.	Description of Trademark Applied For	Date of Trademark Applications

The Borrower and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

TRIAD HOSPITALS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A. (formerly known as BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION), as Administrative Agent

By: _____
Name: _____
Title: _____

AMENDED AND RESTATED
BORROWER SECURITY AGREEMENT

AMENDED AND RESTATED BORROWER SECURITY AGREEMENT (as amended, modified, restated or supplemented from time to time, the "Security Agreement") dated as of April 27, 2001 between TRIAD HOSPITALS, INC., a Delaware corporation (successor by way of merger to Triad Hospitals Holdings, Inc. ("Holdings"), as borrower (the "Borrower" or "Triad")), and BANK OF AMERICA N.A. (formerly known as BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION), in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as hereinafter defined).

W I T N E S S E T H :

WHEREAS, certain senior credit facilities were established in favor of Healthtrust, Inc. - The Hospital Company, a Delaware corporation ("HTI"), pursuant to the terms of that certain Credit Agreement dated as of May 11, 1999 (the "Original Credit Agreement") among HTI, as borrower thereunder, the lenders party thereto and Bank of America National Trust and Savings Association, as administrative agent thereunder;

WHEREAS, the loans and obligations owing under the Original Credit Agreement were assumed by Triad, pursuant to that certain Assumption Agreement dated as of May 11, 1999 between Triad and the Administrative Agent. HTI was released from its obligations under the Original Credit Agreement and HTI provided a guaranty in respect of the obligations of Triad under the Original Credit Agreement pursuant to the HTI Guaranty Agreement dated as of May 11, 1999 (the "HTI Guaranty Agreement");

WHEREAS, HTI was subsequently released from its obligations under the HTI Guaranty Agreement pursuant to and in accordance with Section 5.5 of the Original Credit Agreement;

WHEREAS, the loans and obligations owing under the Original Credit Agreement were then assumed by Holdings pursuant to that certain Assumption Agreement dated as of May 11, 1999 (the "Holdings Assumption Agreement") between Holdings and the Administrative Agent. Triad was released from its obligations under the Original Credit Agreement and Triad provided a guaranty in respect of the obligations of Holdings under the Original Credit Agreement pursuant to the Triad Guaranty Agreement dated as of May 11, 1999;

WHEREAS, in connection with the execution and delivery of the Holdings Assumption Agreement, Holdings executed and delivered to the Administrative Agent for its benefit

and for the benefit of the other Secured Parties, that certain Borrower Security Agreement dated as of May 11, 1999 (the "Original Security Agreement") to secure, among other things, the payment and performance of all the Holdings' obligations under the Original Credit Agreement;

WHEREAS, as of the date hereof, Holdings is being merged with and into Triad and Triad, as the surviving corporation is assuming by operation of law all of Holdings' obligations under the Original Credit Agreement;

WHEREAS, as of the date hereof the Original Credit Agreement is being amended and restated pursuant to that certain Amended and Restated Credit Agreement (as so amended and restated, and as further amended, modified, amended and restated or supplemented from time to time, the "Credit Agreement") by and among the Borrower, the lenders from time to time party thereto (the "Lenders"), Merrill Lynch & Co., as Syndication Agent (the "Syndication Agent"), the Administrative Agent, and Merrill Lynch & Co. and Banc of America Securities LLC, as Co-Lead Arrangers and Co-Book-Runners (together with the Syndication Agent and the Administrative Agent, the "Agents");

WHEREAS, pursuant to the Credit Agreement the Lenders have agreed to make to or for the account of the Borrower certain Loans and to issue certain Letters of Credit for the account of the Borrower;

WHEREAS, the execution of this Security Agreement by the Borrower is a condition precedent to the obligations of the Lenders to make the Loans under the Credit Agreement and a condition precedent to any Lender's obligation to issue any Letter of Credit under the Credit Agreement or to enter into any Hedging Agreement;

WHEREAS, the Borrower desires to amend and restate the Original Security Agreement in order to reflect the execution and delivery of the Credit Agreement, and to pledge and to continue and confirm the prior pledge pursuant to the Original Security Agreement, of the Collateral (as hereinafter defined) to the Administrative Agent for its benefit and the benefit of the other Secured Parties, as security for the payment and performance of the Secured Obligations (as hereinafter defined);

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Interpretation.

(a) Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Chattel Paper, Deposit Accounts, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Instruments, Inventory, Investment Property and Proceeds. For purposes of this Security Agreement, the term "Lender" shall include any Affiliate of any Lender which has entered into a Hedging Agreement with the Borrower.

(b) In addition, the following terms shall have the following meanings:

"Accounts": mean (i) all "accounts," as such term is defined in the UCC, (ii) all health-care insurance receivables including the third-party reimbursable portion of accounts receivable owing to the Borrower arising out of the delivery by the Borrower of medical, surgical, diagnostic treatment or other professional or medical or other health care related services and or the supply of goods related to any of such services (including, without limitation, all rights to receive the payment of money or other consideration from, or on behalf of, any private pay patient, all rights to receive payments under presently existing or hereafter acquired or created letters of credit, all rights to receive payment under all admission agreements and all third-party payor contracts, including, without limitation, Medicare and Medicaid), and (iii) all (A) margin accounts, futures positions, book debts and other forms of obligations and receivables now or hereafter owned or held by or payable to the Borrower relating in any way to or arising from the sale or lease of goods or the rendering of services by the Borrower or any other party, including the right to payment of any interest or finance charge with respect thereto, together with all merchandise represented by any of the accounts, (B) all such merchandise that may be reclaimed or repossessed or returned to the Borrower, (C) all of the Borrower's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin and sequestration, (D) all supporting obligations including, without limitation, all assets pledged, assigned, hypothecated or granted to, and all letters of credit, guarantee claims, Liens and security interests held by the Borrower to secure payment of any accounts and which are delivered for or on behalf of any account debtor, (E) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection with the foregoing, (F) all evidence of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties and certificates from filing or other registration offices and (G) all accessions to all of the foregoing described properties and interests in properties.

"Charges": means any and all property and other taxes, assessments and special assessments, levies, fees and all governmental charges imposed upon or assessed

against, and all claims (including claims for labor, materials, supplies and warehousing and other claims arising by operation of law) against, all or any portion of the Collateral.

"Collateral Account": means any collateral account or sub-account established and maintained by the Administrative Agent (or a Lender that agrees to be a collateral sub-agent for the Administrative Agent) in its name as Administrative Agent for the Secured Parties in accordance with the provisions of the Credit Agreement and all funds from time to time on deposit in the Collateral Account including, without limitation, all Cash Equivalents and all certificates and instruments from time to time representing or evidencing such investments; all notes, certificates of deposit, checks and other instruments from time to time hereafter delivered to or otherwise possessed by the Administrative Agent for or on behalf of the Borrower in substitution for, or in addition to, any or all of the Collateral; and all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the items constituting Collateral.

"Contested Liens": means, collectively, any Liens incurred in respect of any Charges to the extent that the amounts owing in respect thereof are not yet delinquent or are being contested and otherwise comply with the provisions of Section 5(l)(ii) hereof; provided, however, that such Liens shall in all respects be subject and subordinate in priority to the Lien and security interest created and evidenced by this Security Agreement, except if and to the extent that the law or regulation creating, permitting or authorizing such Lien provides that such Lien must be superior to the Lien and security interest created and evidenced hereby.

"Copyright Licenses": means any written agreement, naming the Borrower as licensor or to extent an assignment is permitted under such agreement, as licensee, granting any right under any Copyright including, without limitation, any thereof referred to in Schedule 1(b)(i) hereto.

"Copyrights": means (a) all registered United States copyrights in all Works, now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright office including, without limitation, any thereof referred to in Schedule 1(b)(i) hereto, and (b) all renewals thereof including, without limitation, any thereof referred to in Schedule 1(b)(i) hereto.

"Intercompany Notes": means all intercompany notes described in Schedule 1.1(b)(ii) hereto (and each other intercompany note hereafter acquired by the Bor-

rower) and all certificates, instruments or agreements evidencing such intercompany notes and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"Medicaid" shall mean, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. Sections 1396 *et seq.*) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all government authorities promulgated in connection with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

"Medicare" shall mean, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. Sections 1395 *et seq.*) and any statutes succeeding thereto, and all laws, rules, regulations, manuals, orders or guidelines pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all governmental authorities promulgated in connected with such program (whether or not having the force of law), in each case as the same may be amended, supplemented or otherwise modified from time to time.

"Patent License": means any written agreement, naming the Borrower as licensor or to extent an assignment is permitted under such agreement, as licensee, granting any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule 1(b)(i) hereto.

"Patents": means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule 1(b)(i) hereto, and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in Schedule 1(b)(i) hereto.

"Prior Liens": means, collectively, the Liens identified in Schedule 1(b)(iii) annexed hereto relating to the items of Collateral identified in such Schedule.

"Proceeds": means, collectively, all "proceeds," as such term is defined in the UCC or under other relevant law, and in any event shall include, without limitation, any and all (i) proceeds of the conversion, voluntary or involuntary, of the Collateral or any portion thereof into cash or liquidated claims, (ii) proceeds of any insurance (except payments made to a Person which is not a party to this Security Agreement), indemnity, warranty, guaranty or claim payable to the Administrative Agent or to the Borrower from time to time with respect to any of the Collateral including, without limitation, proceeds in respect of any and all insurance policies, (iii) payments (in any form whatsoever) made or due and payable to the Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Collateral by any Governmental Authority (or any Person acting on behalf of a Governmental Authority), (iv) products of the Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Property": means any interest in any kind of property or asset, whether real, personal or mixed or tangible or intangible.

"Secured Obligations": means, without duplication, (i) all indebtedness, liabilities and obligations of the Borrower to the Lenders (including the Issuing Lender), the Administrative Agent and the other Agents, whenever arising, under the Credit Agreement, the Collateral Documents or any of the other Credit Documents to which the Borrower is a party (including, but not limited to, any interest and other obligations arising or accruing after the occurrence of a Bankruptcy Event with respect to the Borrower, regardless of whether such interest is an allowed claim under the Bankruptcy Code), and (ii) all liabilities and obligations, whenever arising, owing from the Borrower to any Lender, or any Affiliate of a Lender, arising under any Hedging Agreement, in each case howsoever evidenced, created, incurred or acquired, whether primary, secondary, direct, contingent, or joint and several, and all obligations and liabilities incurred in connection with collecting and enforcing the foregoing.

"Secured Parties": means, collectively, the Administrative Agent, each of the other Agents, the Lenders, any Affiliate of any Lender that has entered into a Hedging Agreement with the Borrower.

"Trademark License": means any written agreement, naming the Borrower as licensor or to extent an assignment is permitted under such agreement, as licensee,

granting any right to use any Trademark, including, without limitation, any thereof referred to in Schedule 1(b)(i) hereto.

"Trademarks": means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule 1(b)(i) hereto, and (b) all renewals thereof.

"UCC": means, the Uniform Commercial Code as in effect on the date hereof in the State of New York; provided, however, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection; provided, further, however, that with respect to any term used herein that is defined in either (i) Article 9 of the UCC as in effect on the date hereof or (ii) Article 9 of the UCC as in effect at any relevant time (including Revised Uniform Commercial Code Article 9), the meaning to be ascribed to such term with respect to any particular item or type of property shall be the more encompassing of the two definitions.

"Work": means any work which is subject to copyright protection pursuant to Title 17 of the United States Code.

(c) In this Security Agreement, unless otherwise specified, (i) singular words include the plural and plural words include the singular, (ii) words importing any gender include the other gender, (iii) references to any Person include such Person's successors and assigns and in the case of an individual, the word "successors" includes such Person's heirs, devisees, legatees, executors, administrators and personal representatives, (iv) references to any statute or other law include all applicable rules, regulations and orders adopted or made thereunder and all statutes or other laws amending, consolidating or replacing the statute or law referred to, (v) the words "consent," "approve" and "agree," and derivations thereof or words of similar import, mean the prior written consent, approval or agreement of the Person in question, (vi) the words "include" and "including," and words of similar import, shall be deemed to be followed by the words "without limitation", (vii) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import, refer to this Security Agreement in its entirety,

(viii) unless otherwise expressly indicated, references to Sections, Schedules, subsections, paragraphs and clauses are to the Sections, Schedules, subsections, paragraphs and clauses hereof, (ix) the Schedules to this Security Agreement, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof are incorporated herein by reference, and (x) all obligations of the Borrower hereunder shall be satisfied by the Borrower at its sole cost and expense.

(d) The Borrower acknowledges and agrees that it was represented by counsel in connection with the execution and delivery hereof, that it and its counsel reviewed and participated in the preparation and negotiation hereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (i.e., the Administrative Agent) shall not be employed in the interpretation hereof.

2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations, the Borrower hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Borrower in and to the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Collateral"):

(a) all Accounts;

(b) all cash and Cash Equivalents maintained on deposit in any escrow accounts, collection accounts or deposit accounts maintained by Borrower and all cash and Cash Equivalents maintained on deposit with the Administrative Agent or any Lender in the Collateral Account or otherwise;

(c) all Chattel Paper;

(d) all Copyrights;

(e) all Copyright Licenses;

(f) all Deposit Accounts;

(g) all Documents;

(h) all Equipment;

(i) all Fixtures;

(j) all General Intangibles, including, without limitation, General Intangibles consisting of rights under the Merger Agreement;

(k) all Instruments;

(l) all Inventory;

(m) all Investment Property (excluding any Capital Stock excluded pursuant to Sections 2(a) and 2(b) of the Borrower Pledge Agreement);

(n) all Patents;

(o) all Patent Licenses;

(p) all Trademarks;

(q) all Trademark Licenses;

(r) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks, and related data processing software (owned by the Borrower or in which it has an interest) that at any time evidence or contain information relating to any Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(s) to the extent not otherwise included, all other Property (other than real property); and

(t) all Proceeds of any and all of the foregoing.

The Borrower and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Secured Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment of any Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks or Trademark Licenses.

3. Provisions Relating to Accounts.

(a) Anything herein to the contrary notwithstanding, the Borrower shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Account (or any agreement giving rise thereto)

by reason of or arising out of this Security Agreement or the receipt by the Administrative Agent or any Lender of any payment relating to such Account pursuant hereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of the Borrower under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) At any time after the occurrence and during the continuation of an Event of Default, (i) the Administrative Agent shall have the right, but not the obligation, to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Borrower shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications, (ii) upon the Administrative Agent's request and at the expense of the Borrower, the Borrower shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts, and (iii) the Administrative Agent in its own name or in the name of others may communicate with account debtors on the Accounts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Accounts.

4. Representations and Warranties. The Borrower hereby represents and warrants to the Administrative Agent, for the ratable benefit of the Secured Parties, that so long as any of the Secured Obligations remain outstanding or any Credit Document or Hedging Agreement between the Borrower and any Lender, or any Affiliate of a Lender, is in effect or any Letter of Credit shall remain outstanding, and until all of the Commitments shall have been terminated:

(a) Jurisdiction of Organization, Chief Executive Office, Books and Records. As of the date hereof, the Borrower's jurisdiction of organization, chief executive office and chief place of business is (and for the prior four months (or since its inception, if later) have been) located at the location set forth on Schedule 4(a) hereto, and the Borrower keeps its books and records at such locations.

(b) Location of Collateral. As of the date hereof, the location of all Collateral is as shown on Schedule 4(b) hereto (other than goods in transit).

(c) Ownership. The Borrower is the legal and beneficial owner of the Collateral and has the right to pledge, sell, assign or transfer the same. As of the date hereof, the Borrower's legal name is as shown in this Security Agreement and the Bor-

rower has not in the past four months (or since its inception, if later) changed its name, been party to a merger, consolidation or other change in structure or used any trade-name except as set forth in Schedule 4(c) attached hereto.

(d) Security Interest Priority. This Security Agreement creates a valid security interest in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, in the Collateral of the Borrower. As of the date hereof, when the filings, registrations and recordings listed in Schedule 4(d) attached hereto have been filed, registered or recorded, the Administrative Agent shall have a valid perfected security interest in such Collateral, to the extent such security can be perfected by filing under the UCC or with the United States Patent and Trademark Office and the United States Copyright Office. The Collateral is free and clear of all Liens except for (i) Prior Liens (but not to extensions, amendments, supplements or replacements of Prior Liens unless consented to by the Administrative Agent), (ii) the Lien and security interest created by this Security Agreement and the other Collateral Documents, (iii) Contested Liens and (iv) the Liens described in clauses (vi) (provided, however, that in the case of clause (vi) such Liens shall be for an aggregate amount not to exceed normal industry practice and extend solely to cash deposits and Permitted Investments, (vii), (ix), (x) (provided, however, that in the case of clause (x) to the extent such leases or subleases relate to Collateral such leases and subleases shall comply with the applicable provisions of the Credit Agreement, this Security Agreement and the other Collateral Documents and shall continue to be subject and subordinate to the Lien of this Security Agreement), (xi), (xiv), (xv) and (xvi) of the definition of Permitted Liens (the Liens described in clauses (i) through (iv) of this sentence, collectively, "Permitted Collateral Liens").

(e) Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

(f) Accounts. (i) Each Account of the Borrower and the papers and documents relating thereto are genuine and in all material respects what they purport to be, (ii) each Account arises out of (A) a bona fide sale of goods sold and delivered by the Borrower (or is in the process of being delivered) or (B) services theretofore actually rendered by the Borrower to, the account debtor named therein (or for which the account debtor is liable therefor), (iii) no Account of the Borrower in excess of $500,000 is evidenced by any Instrument or Chattel Paper unless such Instrument or Chattel Paper has been theretofore endorsed over and delivered to the Administrative Agent and (iv) no surety bond was required or given in connection with any Account of the Borrower or the contracts or purchase orders out of which they arose.

(g) Inventory. No Inventory is held by the Borrower pursuant to consignment, sale or return, sale on approval or similar arrangement.

(h) Copyrights, Patents and Trademarks.

(i) Schedule 1(b)(i) hereto includes all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks (other than nonmaterial Trademarks which are not federally registered) and Trademark Licenses owned by the Borrower in its own name as of the date hereof.

(ii) To the best of the Borrower's knowledge, each Copyright, Patent and Trademark of the Borrower is valid, subsisting, unexpired and enforceable.

(iii) Except as set forth in Schedule 1(b)(i) hereto, none of such Copyrights, Patents and Trademarks is the subject of any licensing or franchise agreement.

(iv) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any material Copyright, Patent or Trademark.

(v) No action or proceeding is pending seeking to limit, cancel or question the validity of any Copyright, Patent or Trademark, or which, if adversely determined, would have a material adverse effect on the value of any material Copyright, Patent or Trademark.

(vi) All applications pertaining to all material Copyrights, Patents and Trademarks of the Borrower have been duly and properly filed, and all registrations or letters pertaining to such Copyrights, Patents and Trademarks have been duly and properly filed and issued, and all of such Copyrights, Patents and Trademarks are valid and enforceable.

(vii) The Borrower has not made any assignment or agreement in conflict with the security interest in the Copyrights, Patents or Trademarks of the Borrower hereunder.

(i) Intercompany Notes. Schedule 1(b)(ii) hereto includes all Intercompany Notes as of the date hereof.

5. Covenants. The Borrower covenants that, so long as any of the Secured Obligations remain outstanding or any Credit Document or Hedging Agreement between the Borrower and any Lender, or any Affiliate of a Lender, is in effect or any Letter of Credit shall

remain outstanding, and until all of the Commitments shall have been terminated, the Borrower shall:

(a) Other Liens. Defend the Collateral against the claims and demands of all other Persons claiming an interest therein, keep the Collateral free from all Liens, except for Permitted Collateral Liens, and not sell, exchange, transfer, assign, lease or otherwise dispose of the Collateral or any interest therein, except as permitted under the Credit Agreement.

(b) Preservation of Collateral. Keep the Collateral in good order, condition and repair and not use the Collateral in violation of the provisions of this Security Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance, in each case to the extent required by the Credit Agreement. In the case of any casualty, damage or destruction of all or any portion of the Collateral which (individually or in the aggregate) exceeds $500,000, the Borrower shall give prompt notice thereof to the Administrative Agent.

(c) Instruments Chattel Paper. If any amount in excess of $500,000 payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, promptly deliver such Instrument or Chattel Paper to the Administrative Agent, duly endorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Security Agreement; provided that so long as no Event of Default has occurred and is continuing, the Borrower may retain for collection in the ordinary course of business any Instruments or Chattel Paper received by the Borrower in the ordinary course of business and the Administrative Agent shall, promptly upon the request of the Borrower, make appropriate arrangements for making any Instrument or Chattel Paper pledged by the Borrower available to the Borrower for purposes of presentation, collection or renewal (and any such arrangement to be effected, to the extent deemed appropriate by the Administrative Agent, against trust receipt or like document).

(d) Change in Location, Etc. Not, without providing thirty (30) days' prior written notice (which notice shall clearly describe the applicable change or new location within the continental United States) to the Administrative Agent and without providing such other information in connection therewith as the Administrative Agent may reasonably request and without taking all action reasonably satisfactory to the Administrative Agent to maintain the priority and perfection of the security interest granted hereunder, including, without limitation, the filing such financing statements and amendments to any previously filed financing statements as the Administrative Agent may require, (a) change the location of its chief executive office and chief place

of business (and/or its books and records) from the locations set forth on Schedule 4(a) hereto, (b) change the location of its Collateral from the locations set forth for the Borrower on Schedule 4(b) hereto (other than goods in transit), or (c) change its name, be party to a merger, consolidation or other change in structure or use any tradename other than as set forth on Schedule 4(c) attached hereto.

(e) Inspection. Upon reasonable notice, and during reasonable hours, at all times allow the Administrative Agent or its representatives to visit and inspect the Collateral as set forth in Section 8.10 of the Credit Agreement.

(f) Perfection of Security Interest. Execute and deliver to the Administrative Agent such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Administrative Agent may reasonably request) and do all such other things as the Administrative Agent may reasonably deem necessary or appropriate (i) to assure to the Administrative Agent its security interests hereunder and the priority and perfection thereof, including (A) such financing statements (including continuation statements) or amendments thereof or supplements thereto or other instruments as the Administrative Agent may from time to time reasonably request in order to perfect and maintain the security interests granted hereunder in accordance with the UCC, (B) with regard to Copyrights , a Notice of Grant of Security Interest in Copyrights substantively in the form of Schedule 5(f)(i) or such other form reasonably acceptable to the Administrative Agent, (C) with regard to Patents, a Notice of Grant of Security Interest in Patents for filing with the United States Patent and Trademark Office substantively in the form of Schedule 5(f)(ii) attached hereto or such other form reasonably acceptable to the Administrative Agent and (D) with regard to Trademarks, a Notice of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office substantively in the form of Schedule 5(f)(iii) attached hereto or such other form reasonably acceptable to the Administrative Agent, (ii) to consummate the transactions contemplated hereby and (iii) to otherwise protect and assure the Administrative Agent of its rights and interests hereunder. To that end, the Borrower agrees that the Administrative Agent may file one or more financing statements disclosing the Administrative Agent's security interest in any or all of the Collateral of the Borrower without, to the extent permitted by law, the Borrower's signature thereon, and further the Borrower also hereby irrevocably makes, constitutes and appoints the Administrative Agent, its nominee or any other Person whom the Administrative Agent may designate, as the Borrower's attorney in fact with full power and for the limited purpose to sign in the name of the Borrower any such financing statements, or amendments and supplements to financing statements, continuation statements, notices or any similar documents which in the Administrative Agent's reasonable discretion would be neces-

sary, appropriate or convenient in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable so long as the Credit Agreement is in effect or any amounts payable thereunder or under any other Credit Document, any Letter of Credit or any Hedging Agreement between the Borrower and any Lender, or any Affiliate of a Lender, shall remain outstanding, and until all of the Commitments thereunder shall have terminated. The Borrower hereby agrees that a carbon, photographic or other reproduction of this Security Agreement or any such financing statement is sufficient for filing as a financing statement by the Administrative Agent without notice thereof to the Borrower wherever the Administrative Agent may in its sole discretion desire to file the same. In the event for any reason the law of any jurisdiction other than New York becomes or is applicable to the Collateral of the Borrower or any part thereof, or to any of the Secured Obligations, the Borrower agrees to execute and deliver all such instruments and to do all such other things as the Administrative Agent in its sole discretion reasonably deems necessary or appropriate to preserve, protect and enforce the security interests of the Administrative Agent under the law of such other jurisdiction (and, if the Borrower shall fail to do so promptly upon the request of the Administrative Agent, then the Administrative Agent may execute any and all such requested documents on behalf of the Borrower pursuant to the power of attorney granted hereinabove). If any Collateral is in the possession or control of the Borrower's agents and the Administrative Agent so requests, the Borrower agrees to notify such agents in writing of the Administrative Agent's security interest therein and, upon the Administrative Agent's request, instruct them to hold all such Collateral for the Secured Parties' account and subject to the Administrative Agent's instructions. The Borrower agrees to mark its books and records to reflect the security interest of the Administrative Agent in the Collateral.

(g) Treatment of Accounts. Not grant or extend the time for payment of any Account, or compromise or settle any Account for less than the full amount thereof, or release any person or property, in whole or in part, from payment thereof, or allow any credit or discount thereon, other than as normal and customary in the ordinary course of the Borrower's business.

(h) Covenants Relating to Copyrights.

(i) Employ the Copyright for each Work with such notice of copyright as may be required by law to secure copyright protection.

(ii) Not do any act or knowingly omit to do any act whereby any material Copyright may become invalidated and (A) not do any act, or knowingly omit to do any act, whereby any material Copyright may become injected

into the public domain; (B) notify the Administrative Agent promptly if it knows, or has reason to know, that any material Copyright may become injected into the public domain or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any court or tribunal in the United States or any other country) regarding the Borrower's ownership of any such Copyright or its validity; (C) take all necessary steps as it shall deem appropriate under the circumstances, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of each material Copyright owned by the Borrower including, without limitation, filing of applications for renewal where necessary; and (D) promptly notify the Administrative Agent of any material infringement of any material Copyright of the Borrower of which it becomes aware and take such actions as it shall reasonably deem appropriate under the circumstances to protect such Copyright, including, where appropriate, the bringing of suit for infringement, seeking injunctive relief and seeking to recover any and all damages for such infringement.

(iii) Not make any assignment or agreement in conflict with the security interest in the Copyrights of the Borrower hereunder.

(i) Covenants Relating to Patents and Trademarks.

(i) (A) Continue to use each Trademark material to the Borrower's business in each and every trademark class of goods or services applicable to the Borrower's current business in order to maintain such Trademark in full force free from any claim of abandonment for non-use, subject to the Borrower's reasonable business judgment as to the advisability of such continuation (B) maintain as in the past the quality of products and services offered under such Trademark, if such Trademark is registered (C) employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated.

(ii) Not do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated to the public domain.

(iii) Notify the Administrative Agent and the Secured Parties promptly if it knows, or has reason to know, that any application or registration relating to any material Patent or Trademark (or Patent or Trademark which, if issued or registered, would be material) may become abandoned or dedicated to the public domain, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding the Borrower's ownership of any Patent or material Trademark or its right to register the same or to keep and maintain the same.

(iv) Whenever the Borrower, either by itself or through an agent, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, the Borrower shall report such filing to the Administrative Agent and the Secured Parties within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, the Borrower shall, execute and deliver any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Secured Parties' security interest in any Patent or Trademark and the goodwill and general intangibles of the Borrower relating thereto or represented thereby.

(v) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Patents and Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability, subject to the Borrower's reasonable business judgment as to the advisability of such maintenance and/or pursuance.

(vi) Promptly notify the Administrative Agent and the Secured Parties after it learns that any material Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions, if any, as it shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

(vii) Not make any assignment or agreement in conflict with the security interest in the Patents or Trademarks of the Borrower hereunder.

(j) New Patents, Copyrights and Trademarks. Promptly provide the Administrative Agent with (i) a listing of all applications, if any, for new Copyrights, Patents or Trademarks (together with a listing of the issuance of registrations or letters on present applications), which new applications and issued registrations or letters shall be subject to the terms and conditions hereunder, and (ii) (A) with respect to Copyrights, a duly executed Notice of Security Interest in Copyrights, (B) with respect to Patents, a duly executed Notice of Security Interest in Patents, (C) with respect to Trademarks, a duly executed Notice of Security Interest in Trademarks or (D) such other duly executed documents as the Administrative Agent may request in a form acceptable to counsel for the Administrative Agent and suitable for recording to evidence the security interest in the Copyright, Patent or Trademark which is the subject of such new application.

(k) Insurance. Insure, repair and replace the Collateral of the Borrower as set forth in the Credit Agreement. All insurance proceeds shall be subject to the security interest of the Administrative Agent hereunder.

(l) Payment of Taxes; Compliance with Laws; Contesting Liens; Claims.

(i) Pay prior to the date on which any penalties would attach thereto all Charges against the Collateral, except to the extent any such charges shall constitute Contested Liens.

(ii) Comply with all Requirements of Law applicable to the Collateral the failure to comply with which would have a Material Adverse Effect. The Borrower may at its own expense contest the validity, amount or applicability of any Charges by appropriate legal or administrative proceedings in accordance with the provisions of Section 8.5 of the Credit Agreement; provided, however, any proceeding instituted contesting such Charges or Liens shall conclusively operate to stay the sale or forfeiture of any portion of the Collateral on account of such Charges or Liens.

(m) Investment Property. At any time after the occurrence and during the continuance of an Event of Default, the Borrower shall, promptly upon the request of the Administrative Agent, execute and deliver such agreements (in each case in form and substance acceptable to the Administrative Agent) as shall be necessary or appropriate to perfect by "control" (as such term is defined in Section 8-106 of the UCC) the

security interest in Investment Property granted to the Administrative Agent hereunder.

6. Advances by Secured Parties. On failure of the Borrower to perform any of the covenants and agreements contained herein, the Administrative Agent may, at its sole option and in its sole discretion, perform the same and in so doing may expend such sums as the Administrative Agent may reasonably deem advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, a payment to obtain a release of a Lien or potential Lien, expenditures made in defending against any adverse claim and all other expenditures which the Administrative Agent or the other Secured Parties may make for the protection of the security hereof or which may be compelled to make by operation of law. All such sums and amounts so expended shall be repayable by the Borrower promptly upon timely notice thereof and demand therefor, shall constitute additional Secured Obligations and shall bear interest from the date said amounts are expended at the default rate specified in Section 3.1 of the Credit Agreement. No such performance of any covenant or agreement by the Administrative Agent or the other Secured Parties on behalf of the Borrower, and no such advance or expenditure therefor, shall relieve the Borrower of any default under the terms of this Security Agreement, the other Credit Documents or any Hedging Agreement between the Borrower and any Lender, or any Affiliate of a Lender. The Secured Parties may make any payment hereby authorized in accordance with any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien, title or claim except to the extent such payment is being contested in good faith by the Borrower in appropriate proceedings in accordance with the provisions of Section 5(l) hereof.

7. Events of Default. The occurrence of an event which under the Credit Agreement would constitute an Event of Default shall be an Event of Default hereunder (an "Event of Default").

8. Remedies.

(a) General Remedies. Upon the occurrence of an Event of Default and during continuation thereof, the Secured Parties shall have, in addition to the rights and remedies provided herein, in the Credit Documents, in the Hedging Agreements between the Borrower and any Lender, or any Affiliate of a Lender, or by law (including, but not limited to, the rights and remedies set forth in the Uniform Commercial Code of the jurisdiction applicable to the affected Collateral), the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights and remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further, the Administrative Agent may, with or without judicial process or the aid and assistance of

others, (i) enter on any premises on which any of the Collateral may be located and, without resistance or interference by the Borrower, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, (iii) require the Borrower to assemble and make available to the Administrative Agent at the expense of the Borrower any Collateral at any place and time designated by the Administrative Agent which is reasonably convenient to both parties, (iv) remove any Collateral from any such premises for the purpose of effecting the sale or other disposition thereof, and or (v) without demand and without advertisement, notice, hearing or process of law, all of which the Borrower hereby waives to the fullest extent permitted by law, at any place and time or times, sell and deliver any or all Collateral held by or for it at public or private sale, by one or more contracts, in one or more parcels, for cash, upon credit or otherwise, at such prices and upon such terms as the Administrative Agent deems advisable, in its sole discretion (subject to any and all mandatory legal requirements). In addition to all other sums due the Administrative Agent and the other Secured Parties with respect to the Secured Obligations, the Borrower shall pay the Administrative Agent and each of the Lenders all reasonable documented costs and expenses incurred by the Administrative Agent or any such Lender, including, but not limited to, reasonable attorneys' fees and court costs, in obtaining or liquidating the Collateral, in enforcing payment of the Secured Obligations, or in the prosecution or defense of any action or proceeding by or against the Administrative Agent or the Secured Parties or the Borrower concerning any matter arising out of or connected with this Security Agreement, any Collateral or the Secured Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the Bankruptcy Code. To the extent the rights of notice cannot be legally waived hereunder, the Borrower agrees that any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Borrower in accordance with the notice provisions of Section 12.1 of the Credit Agreement at least 10 days before the time of sale or other event giving rise to the requirement of such notice. The Administrative Agent and the Secured Parties shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. To the extent permitted by law, any Lender may be a purchaser at any such sale. To the extent permitted by applicable law, the Borrower hereby waives all of its rights of redemption with respect to any such sale. Subject to the provisions of applicable law, the Administrative Agent and the Lenders may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by law, be made at the time and place to which the sale was postponed, or the Administrative Agent and the Lenders may further postpone such sale by announcement made at such time and place.

(b) Remedies Relating to Accounts. Upon the occurrence of an Event of Default, whether or not the Administrative Agent has exercised any or all of its rights and remedies hereunder, the Borrower will promptly upon request of the Administrative Agent (i) establish

such lockboxes, collection accounts and concentration accounts as shall be acceptable to the Administrative Agent in each case, pursuant to such agreements as shall be acceptable in form and substance to the Administrative Agent, (ii) give notice to its customers and account debtors that the Accounts of the Borrower have been assigned to the Administrative Agent or of the security interest granted to the Administrative Agent hereunder, and (iii) instruct all account debtors to remit all payments in respect of Accounts to such mailing locations, lockboxes and/or deposit accounts as shall be selected by the Administrative Agent. In addition, the Administrative Agent or its designee may notify the Borrower's customers and account debtors that the Accounts of the Borrower have been assigned to the Administrative Agent or of the Administrative Agent's security interest therein, and may (either in its own name or in the name of the Borrower or both) demand, collect (including without limitation by way of a lockbox arrangement), receive, take receipt for, sell, sue for, compound, settle, compromise and give acquittance for any and all amounts due or to become due on any Account, and, in the Administrative Agent's discretion, file any claim or take any other action or proceeding to protect and realize upon the security interest of the Secured Parties in the Accounts. The Borrower acknowledges and agrees that the Proceeds of its Accounts remitted to or on behalf of the Administrative Agent in accordance with the provisions hereof shall be solely for the Administrative Agent's own convenience and that the Borrower shall not have any right, title or interest in such Accounts or in any such other amounts except as expressly provided herein. The Administrative Agent and the other Secured Parties shall have no liability or responsibility to the Borrower for acceptance of a check, draft or other order for payment of money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement or be responsible for determining the correctness of any remittance. The Borrower hereby agrees to indemnify the Administrative Agent and the other Secured Parties from and against all liabilities, damages, losses, actions, claims, judgments, costs, expenses, charges and reasonable attorneys' fees suffered or incurred by the Administrative Agent or the other Secured Parties (each, an "Indemnified Party") because of the maintenance of the foregoing arrangements except as relating to or arising out of the gross negligence or willful misconduct of an Indemnified Party or its officers, employees or agents. In the case of any investigation, litigation or other proceeding, the foregoing indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by the Borrower, its directors, shareholders or creditors or an Indemnified Party or any other Person or any other Indemnified Party is otherwise a party thereto.

(c) Access. In addition to the rights and remedies hereunder, upon the occurrence of an Event of Default and during the continuance thereof, the Administrative Agent shall have the right to enter and remain upon the various premises of the Borrower without cost or charge to the Administrative Agent, and use the same, together with materials, supplies, books and records of the Borrower for the purpose of collecting and liquidating the Collateral, or for preparing for sale and conducting the sale of the Collateral, whether by foreclosure, auction or

otherwise. In addition, the Administrative Agent may remove Collateral, or any part thereof, from such premises and/or any records with respect thereto, in order to effectively collect or liquidate such Collateral.

(d) Nonexclusive Nature of Remedies. Failure by the Administrative Agent or any other Secured Party to exercise any right, remedy or option under this Security Agreement, any other Credit Document, any Hedging Agreement between the Borrower and any Lender, or any Affiliate of a Lender, or as provided by law, or any delay by the Administrative Agent or any other Secured Party in exercising the same, shall not operate as a waiver of any such fight, remedy or option. No waiver hereunder shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of the Administrative Agent or any other Secured Party shall only be granted as provided herein. To the extent permitted by law, neither the Administrative Agent, the other Secured Parties, nor any party acting as attorney for the Administrative Agent or the other Secured Parties, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct hereunder. The rights and remedies of the Administrative Agent and the other Secured Parties under this Security Agreement shall be cumulative and not exclusive of any other right or remedy which the Administrative Agent or the other Secured Parties may have.

(e) Retention of Collateral. The Administrative Agent may, after providing the notices required by Section 9-505(2) of the UCC or otherwise complying with the requirements of applicable law of the relevant jurisdiction, to the extent the Administrative Agent is in possession of any of the Collateral, retain the Collateral in satisfaction of the Secured Obligations. Unless and until the Administrative Agent shall have provided such notices, however, the Administrative Agent shall not be deemed to have retained any Collateral in satisfaction of any Secured Obligations for any reason.

(f) Deficiency. In the event that the proceeds of any sale, collection or realization are insufficient to pay all amounts to which the Administrative Agent or the other Secured Parties are legally entitled, the Borrower shall be liable for the deficiency, together with interest thereon at the default rate specified in Section 3.1 of the Credit Agreement together with the costs of collection and the reasonable fees of any attorneys employed by the Administrative Agent to collect such deficiency. Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be returned to the Borrower or to whomsoever a court of competent jurisdiction shall determine to be entitled thereto.

(g) For the purpose of enabling the Administrative Agent, during the continuance of an Event of Default, to exercise rights and remedies under this Section 8 at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Borrower hereby grants to the Administrative Agent, to the extent as-

signable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Borrower) to use, assign, license or sublicense any of the Copyrights, Patents and Trademarks now owned or hereafter acquired by the Borrower, wherever the same may be located, including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout hereof.

9. Rights of the Administrative Agent.

(a) Power of Attorney. In addition to other powers of attorney contained herein, the Borrower hereby designates and appoints the Administrative Agent, on behalf of the Secured Parties, and each of its designees or agents, as attorney-in-fact of the Borrower, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuance of an Event of Default:

(i) to demand, collect, settle, compromise, adjust, give discharges and releases, all as the Administrative Agent may reasonably determine;

(ii) to commence and prosecute any actions at any court for the purposes of collecting any Collateral and enforcing any other right in respect thereof;

(iii) to defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Administrative Agent may deem reasonably appropriate;

(iv) receive, open and dispose of mail addressed to the Borrower and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to the Collateral of the Borrower on behalf of and in the name of the Borrower, or securing, or relating to such Collateral;

(v) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral or the goods or services which have given rise thereto, as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes;

(vi) adjust and settle claims under any insurance policy relating thereto;

(vii) execute and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security agreements, affidavits, notices and other agreements, instruments and documents that the Administrative Agent may determine necessary in order to perfect and maintain the security interests and liens

granted in this Security Agreement and in order to fully consummate all of the transactions contemplated therein;

(viii) institute any foreclosure proceedings that the Administrative Agent may deem appropriate; and

(ix) do and perform all such other acts and things as the Administrative Agent may reasonably deem to be necessary, proper or convenient in connection with the Collateral.

This power of attorney is a power coupled with an interest and shall be irrevocable (i) for so long as any of the Secured Obligations remain outstanding, any Credit Document or any Hedging Agreement between the Borrower and any Lender, or any Affiliate of a Lender, is in effect or any Letter of Credit shall remain outstanding and (ii) until all of the Commitments shall have been terminated. The Administrative Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Administrative Agent in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Administrative Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Administrative Agent solely to protect, preserve and realize upon its security interest in the Collateral.

(b) Performance by the Administrative Agent of Obligations. If the Borrower fails to perform any agreement or obligation contained herein, the Administrative Agent itself may perform, or cause performance of, such agreement or obligation, and the expenses of the Administrative Agent incurred in connection therewith shall be payable by the Borrower pursuant to Section 11 hereof.

(c) Assignment by the Administrative Agent. The Administrative Agent may from time to time assign the Secured Obligations and any portion thereof and or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of the Administrative Agent under this Security Agreement in relation thereto.

(d) The Administrative Agent's Duty of Care. Other than the exercise of reasonable care to assure the safe custody of the Collateral while being held by the Administrative Agent hereunder, the Administrative Agent shall have no duty or liability to preserve rights pertaining thereto, it being understood and agreed that the Borrower shall be responsible for preservation of all rights in the Collateral, and the Administrative Agent shall be relieved of all responsibility for the Collateral upon surrendering it or tendering the surrender of it to the Borrower. The Administrative Agent shall be deemed to have exercised reasonable care in

the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Administrative Agent accords its own property, which shall be no less than the treatment employed by a reasonable and prudent agent in the industry, it being understood that the Administrative Agent shall not have responsibility for taking any necessary steps to preserve rights against any parties with respect to any of the Collateral.

10. Application of Proceeds. Upon the occurrence and during the continuance of an Event of Default, any payments in respect of the Secured Obligations and any proceeds of the Collateral, when received by the Administrative Agent or any of the other Secured Parties in cash or its equivalent, will be applied in reduction of the Secured Obligations in the order set forth in Section 3.15(b) of the Credit Agreement, and the Borrower irrevocably waives the right to direct the application of such payments and proceeds and acknowledges and agrees that the Administrative Agent shall have the continuing and exclusive right to apply and reapply any and all such payments and proceeds in the Administrative Agent's sole discretion, notwithstanding any entry to the contrary upon any of its books and records.

11. Costs of Counsel. If at any time hereafter, whether upon the occurrence of an Event of Default or not, the Administrative Agent employs counsel to prepare or consider amendments, waivers or consents with respect to this Security Agreement, or to take action or make a response in or with respect to any legal or arbitral proceeding relating to this Security Agreement or relating to the Collateral, or to protect the Collateral or exercise any rights or remedies under this Security Agreement or with respect to the Collateral, then the Borrower agrees to promptly pay upon demand any and all such reasonable documented costs and expenses of the Administrative Agent and, after an Event of Default, the other Secured Parties, all of which costs and expenses shall constitute Secured Obligations hereunder.

12. Continuing Agreement.

(a) This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect so long as any of the Secured Obligations remain outstanding or any Credit Document or any Hedging Agreement between the Borrower and any Lender, or any Affiliate of a Lender, is in effect or any Letter of Credit shall remain outstanding, and until all of the Commitments thereunder shall have terminated (other than any obligations with respect to the indemnities and the representations and warranties set forth in the Credit Documents). Upon such payment and termination, this Security Agreement shall be automatically terminated and the Administrative Agent shall, upon the request and at the expense of the Borrower, forthwith release all of its liens and security interests hereunder and shall execute and deliver all UCC termination statements and/or other documents reasonably requested by the Borrower evidencing such termination. Notwithstanding the foregoing, all

releases and indemnities provided hereunder shall survive termination of this Security Agreement.

(b) This Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; provided, however, that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Administrative Agent or any Lender in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations.

13. Amendments; Waivers; Modifications. This Security Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or terminated except as set forth in Section 12.6 of the Credit Agreement.

14. Successors in Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Borrower, its successors and assigns and shall inure, together with the rights and remedies of the Administrative Agent and the other Secured Parties hereunder, to the benefit of the Administrative Agent and the other Secured Parties and their successors and permitted assigns; provided, however, that the Borrower may not assign its rights or delegate its duties hereunder without the prior written consent of each Lender or the Required Lenders, as required by the Credit Agreement. To the fullest extent permitted by law, the Borrower hereby releases the Administrative Agent and each Lender, and its successors and assigns, from any liability for any act or omission relating to this Security Agreement or the Collateral, except for any liability arising from the gross negligence or willful misconduct of the Administrative Agent, or such Lender, or its officers, employees or agents.

15. Notices. All notices required or permitted to be given under this Security Agreement shall be in conformance with Section 12.1 of the Credit Agreement.

16. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

17. Headings. The headings of the sections and subsections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

18. Governing Law; Submission to Jurisdiction; Venue.

(a) THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. Any legal action or proceeding with respect to this Security Agreement may be brought in the courts of the State of New York, or of the United States for the Southern District of New York, and, by execution and delivery of this Security Agreement, the Borrower hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts. The Borrower further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at the address for notices pursuant to Section 12.1 of the Credit Agreement, such service to become effective 30 days after such mailing. Nothing herein shall affect the right of the Administrative Agent to serve process in any other manner permitted by law or to commence legal proceedings or to otherwise proceed against the Borrower in any other jurisdiction.

(b) The Borrower hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Security Agreement brought in the courts referred to in subsection (a) hereof and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

19. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES TO THIS SECURITY AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. Severability. If any provision of any of the Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

21. Entirety. This Security Agreement, the other Credit Documents and the Hedging Agreements between the Borrower and any Lender, or any Affiliate of a Lender, rep-

resent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any commitment letters or correspondence relating to the Credit Documents, the Hedging Agreements between the Borrower and any Lender, or any Affiliate of a Lender, or the transactions contemplated herein and therein.

22. Survival. All representations and warranties of the Borrower hereunder shall survive the execution and delivery of this Security Agreement, the other Credit Documents and the Hedging Agreements between the Borrower and any Lender, or any Affiliate of a Lender, the delivery of the Notes and the making of the Loans and the issuance of the Letters of Credit under the Credit Agreement.

23. Other Security. To the extent that any of the Secured Obligations are now or hereafter secured by property other than the Collateral (including, without limitation, real property and securities owned by the Borrower), or by a guarantee, endorsement or property of any other Person, then the Administrative Agent and the other Secured Parties shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence of any Event of Default, and the Administrative Agent and the other Secured Parties have the right, in their sole discretion, to determine which rights, security, liens, security interests or remedies the Administrative Agent and the other Secured Parties shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or any of the Administrative Agent's and the other Secured Parties' rights or the Secured Obligations under this Security Agreement, under any other of the Credit Documents or under any Hedging Agreement between the Borrower and any Lender, or any Affiliate of a Lender.

24. Rights of Required Lenders. All rights of the Administrative Agent hereunder, if not exercised by the Administrative Agent, may be exercised by the Required Lenders.

25. Effect. Effective as of the date of this Security Agreement (the "Effective Date"), this Security Agreement amends and restates the Original Security Agreement in its entirety. It is the intent of the parties hereto that this Security Agreement not constitute a novation and that this Security Agreement replaces in its entirety the Original Security Agreement. After the date hereof, all references in any Credit Document to the "Borrower Security Agreement" shall mean and be a reference to this Security Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Borrower and the Administrative Agent have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

BORROWER:

TRIAD HOSPITALS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date first above written.

BANK OF AMERICA, N.A. (formerly known as BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION), as Administrative Agent

By: _____
Name: KEVIN WAGLEY
Title: PRINCIPAL