

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCA Health Services of Virginia, Inc.		11/17/2006	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	15th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2414829	THE GOOD DOCTORS ARE HERE	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		
Date:	11/21/2006		

CH \$40.00 2414829

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 17, 2006 is made by HCA Health Services of Virginia, Inc., a Virginia corporation, located at One Park Plaza, Nashville, TN 37203 (the "Obligor"), in favor of Bank of America, N.A., a national banking association, located at 101 N. Tryon Street, 15th Floor, NC1-001-15-02, Charlotte, NC 28255-0001, as Collateral Agent (the "Collateral Agent") for the benefit of the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 17, 2006 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement"), among HCA Inc., a Delaware corporation, and parent of Obligor (the "Company"), HCA UK Capital Limited, a limited liability company (company no. 04779021) formed under the laws of England and Wales, (the "European Subsidiary Borrower") and together with the Company, the "Borrowers"), several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), and Bank of America, N.A., as Administrative Agent, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of November 17, 2006, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "First Lien Security Agreement");

WHEREAS, pursuant to the First Lien Security Agreement, the Obligor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing first priority lien and security interest in all Intellectual Property, including the Trademarks;

WHEREAS, pursuant to the terms, conditions and provisions of (a) the Indenture dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Company, the Guarantors listed on the signature pages thereto and The Bank of New York, as Trustee (in such capacity, the "Trustee"), (b) the Purchase Agreement dated November 9, 2006 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Purchase Agreement"), among Hercules Holding II, LLC ("Hercules Holding") and the several parties named in Schedule I thereto (the "Initial Purchasers") and (c) the Joinder Agreement dated as of the date hereof (the "Joinder Agreement") among the Company, the Subsidiary Grantors and the Initial Purchasers by which the Company and the Subsidiary Grantors will assume all of Hercules Holdings' obligations under the Purchase Agreement, the Company is issuing (i) \$1,000,000,000 aggregate principal amount of its 9¼% Senior Secured Notes due 2014 (the "2014 Cash Pay Notes"), (ii)

\$3,200,000,000 aggregate principal amount of its 9¼% Senior Secured Notes due 2016 (the “2016 Cash Pay Notes”) and (iii) \$1,500,000,000 aggregate principal amount of its 9½%/10¾% Senior Secured Toggle Notes due 2016 (the “Toggle Notes”) and, together with the 2014 Cash Pay Notes and the 2016 Cash Pay Notes, the “Notes”), which will be guaranteed on a senior secured basis by each of the Subsidiary Grantors;

WHEREAS, in connection with the Indenture, the Purchase Agreement and the Joinder Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of November 17, 2006, in favor of The Bank of New York, as Collateral Agent (the “Junior Lien Collateral Agent”) (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Junior Lien Security Agreement”);

WHEREAS, the Collateral Agent and the Junior Lien Collateral Agent have entered into a General Intercreditor Agreement with respect to the Common Collateral (as defined therein), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “General Intercreditor Agreement”), pursuant to which the lien upon and security interest in the Collateral (as described herein) granted to the Junior Lien Collateral Agent pursuant to the Junior Lien Security Agreement and the related grant of the lien upon and security interest in all Intellectual Property, including the Trademarks, dated as of the date hereof is and shall be junior in all respects to the lien upon and security interest in the Collateral granted pursuant to, and subject to the terms and conditions of, the First Lien Security Agreement and this Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make loans and other extensions of credit under the Credit Agreement that the Obligor shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the Lenders;

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the First Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment, performance and observance of the Obligations.

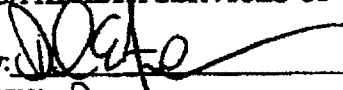
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the First Lien Security Agreement and is expressly subject to the terms and conditions thereof. The First Lien Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the First Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HCA HEALTH SERVICES OF VIRGINIA, INC.

By: 
Name: David Anderson
Title: V.P. Treasurer
Date: 4/17/06

BANK OF AMERICA, N.A.
as Collateral Agent for the Lenders

By: _____
Name:
Title:
Date:

[Signature page to GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS]

**BANK OF AMERICA, N.A.,
as Collateral Agent for the Lenders**

By: _____

Name:
Title:
Date:


John A. Fulton
Vice President

NOV 17 2006

[HCA VA Trademark Security Agreement Signature Page]

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF North Carolina)
COUNTY OF Mecklenburg) ss

On the 17th day of November, 2006, before me personally came John A. Futen, who is personally known to me to be the Vice President of Bank of America, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Dominic C. Lewis
Notary Public



(PLACE STAMP AND SIGNATURE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
THE GOOD DOCTORS ARE HERE	2,414,829