TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCA Health Services of Florida, Inc.		11/17/2006	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	The Bank of New York, as collateral agent
Street Address:	101 Barclay St.
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	banking corporation: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3028344	CARE THAT REVOLVES AROUND YOU

CH $40.00 3028344

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202 756 9266
Email: virginia.e.brown@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Ave. of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Beth Brown
Signature:	/Beth Brown/
Date:	11/28/2006

Total Attachments: 7
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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 Florida, Inc., a Florida corporation, located at One Park Plaza, Nashville, TN 37203 (the "Obligor"), in favor of The Bank of New York, located at 101 Barclay Street, Corporate Trust Administration—Floor 8W, New York, New York 10286, Attn: HCA Trustee, as Collateral Agent (in such capacity, the "Junior Lien Collateral Agent") for the benefit of the Secured Parties, as such term is defined in the Junior Lien Collateral Agreement (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 Bank of America, N.A., as Collateral Agent (the "First Lien 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 First Lien Collateral Agent for the benefit of the First Lien 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 9⅛% 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 9⅝%/10⅜% 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 First Lien 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 First Lien Collateral Agent pursuant to the First 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 senior in all respects and prior to the lien upon and security interest in the Collateral granted pursuant to, and subject to the terms and conditions of, the Junior Lien Security Agreement and this Agreement;

WHEREAS, it is a condition precedent to the obligation of the Initial Purchasers to purchase the Notes under the Purchase Agreement that the Obligor shall have executed and delivered this Agreement to the Junior Lien Collateral Agent for the benefit of the Secured Parties (as defined in the Junior Lien Security Agreement);

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Trustee to enter into the Indenture and the Initial Purchasers to purchase the Notes, the Obligor agrees, for the benefit of the Junior Lien Collateral Agent and the Secured Parties, 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 Indenture and the Junior 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 Junior Lien Collateral Agent for the benefit of the Junior Lien Collateral Agent and the Secured Parties 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 Secured Parties in connection with the Junior Lien Security Agreement and is expressly subject to the terms and conditions thereof. The Junior Lien Security Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Junior 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 Junior Lien Security Agreement, the terms of the Junior 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 FLORIDA, INC.

By: _____
Name: John M. Franck II
Title: Vice President and Corporate Secretary
Date: November 17, 2009

THE BANK OF NEW YORK
as Junior Lien Collateral Agent for the Secured Parties

By: _____
Name:
Title: MARY LaGUMINA
Date: VICE PRESIDENT
November 17, 2009

TRADEMARK
REEL: 003434 FRAME: 0426

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 17th day of November, 2006, before me personally came Mary La Gumina, who is personally known to me to be the Vice President of The Bank of New York, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such New York banking corporation, the New York banking corporation 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 New York banking corporation; and that she/he acknowledged said instrument to be the free act and deed of said New York banking corporation.

MATTHEW J. FAY
NOTARY PUBLIC, State of New York
No. 01FA6135048
Qualified in New York County
Commission Expires October 11, 2008

Matthew J. Fay
Notary Public

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK
REEL: 003434 FRAME: 0427

ACKNOWLEDGMENT OF OBLIGOR

STATE OF New York)
) ss
COUNTY OF New York)

On the 17th day of November, 2006, before me personally came John M. Franck II, who is personally known to me to be the Vice President and Corporate Secretary of HCA Health Services of Florida, Inc., a Florida corporation; who, being duly sworn, did depose and say that ~~she~~/he is the Vice President and Corporate Secretary in such corporation, the corporation 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 corporation; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said corporation.

MATTHEW J. FAY
NOTARY PUBLIC, State of New York
No. 01FA6135048
Qualified in New York County
Commission Expires October 11, 2009

Matthew J. Fay
Notary Public

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK
REEL: 003434 FRAME: 0428

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
CARE THAT REVOLVES AROUND YOU	3,028,344