

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Health Management Associates, Inc.		02/28/2007	CORPORATION: DELAWARE
Hospital Management Associates, Inc.		02/28/2007	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	9 West 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2953194	NURSE SELECT
Registration Number:	2931833	THE PULSE SYSTEM

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

ATTORNEY DOCKET NUMBER:	CSC # 877237
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CH \$65.00 2953194

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	05/01/2007
Total Attachments: 6 source=Healtmanage_BOA_tm2#page3.tif source=Healtmanage_BOA_tm2#page4.tif source=Healtmanage_BOA_tm2#page5.tif source=Healtmanage_BOA_tm2#page6.tif source=Healtmanage_BOA_tm2#page7.tif source=Healtmanage_BOA_tm2#page8.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of February 28, 2007, by Health Management Associates, Inc., a Delaware corporation, with offices at 5801 Pelican Bay Boulevard, Suite 500, Naples, FL 34108 and Hospital Management Associates, Inc, a Kentucky Corporation, with offices at 5811 Pelican Bay Boulevard, Suite 500, Naples, FL 34108 (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature pages follow]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HEALTH MANAGEMENT
ASSOCIATES, INC. (DE), as Pledgor


By: 

Name: Timothy R. Parry
Title: Senior Vice President,
General Counsel and
Secretary

HMA TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003532 FRAME: 0772

HOSPITAL MANAGEMENT
ASSOCIATES, INC., as Pledgor


By: 
Name: Timothy R. Parby
Title: Senior Vice President
and Secretary

HMA TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003532 FRAME: 0773

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Kevin L. Ahart
Title: Assistant Vice President

HMA - TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003532 FRAME: 0774

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Hospital Management Associates, Inc. (KY)	2,953,194	NURSE SELECT
Health Management Associates, Inc. (DE)	2,931,833	THE PULSE SYSTEM

Trademark Applications:

None.