

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Division - RPC, LLC		03/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street, 15th Floor		
Internal Address:	NC1-001-15-02		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2098112	CARENET	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	928811		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		

CH \$40.00 2098112

Date:

03/18/2009

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 March 2, 2009 is made by Midwest Division – RPC, LLC, a Delaware limited liability company, 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 First Lien Secured Parties.

W I T N E S S E T H:

WHEREAS, (a) pursuant to the Credit Agreement, dated as of November 17, 2006 (as amended February 16, 2007, as further amended March 2, 2009 and 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 and (b) the Borrowers may incur Additional First Lien Obligations from time to time to the extent permitted by the Credit Agreement and each Additional First Lien Agreement (any extension of credit to the Grantors as described in clauses (a) or (b), collectively, the "Extensions of Credit");

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, in connection with Amendment No. 2 to the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have entered into the Amended and Restated Security Agreement, dated as of March 2, 2009, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Amended and Restated First Lien Security Agreement") for the benefit of the First Lien Secured Parties, including any holders of Additional First Lien Obligations and Authorized Representatives with respect thereto;

WHEREAS, pursuant to the Amended and Restated First Lien Security Agreement, the Obligor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the First Lien Secured Parties a continuing first priority lien and security interest in all Intellectual Property, including the Trademarks, to secure the Obligations under the Credit Agreement and any Additional First Lien Obligations; and

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 and the holders of any Additional First Lien Obligations their respective Extensions of Credit thereunder, the Obligor agrees, for the benefit of the Collateral Agent and the First Lien Secured Parties, to execute and deliver the Grant of Security Interest 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 Amended and Restated 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 First Lien Secured Parties to secure payment, performance and observance of the First Lien Obligations.

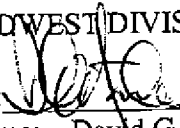
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the First Lien Secured Parties in connection with the Amended and Restated First Lien Security Agreement and is expressly subject to the terms and conditions thereof. The Amended and Restated First Lien Security Agreement (and all rights and remedies of the First Lien 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 First Lien Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Amended and Restated 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 Amended and Restated First Lien Security Agreement, the terms of the Amended and Restated 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.

MIDWEST DIVISION -- RPC, LLC

By: 
Name: David G. Anderson
Title: Vice President and Treasurer
Date:

BANK OF AMERICA, N.A.
as Collateral Agent for the First Lien Secured Parties

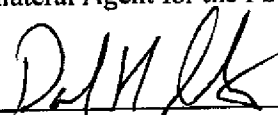
By: _____
Name:
Title:
Date:

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.

MIDWEST DIVISION – RPC, LLC

By: _____
Name:
Title:
Date:

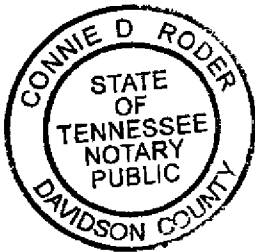
BANK OF AMERICA, N.A.
as Collateral Agent for the First Lien Secured Parties

By:  _____
Name:
Title: David H. Strickert
Date: Senior Vice President

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Tennessee)
) ss
COUNTY OF Davidson)

On the 2nd day of March, 2009, before me personally came David G. Anderson, who is personally known to me to be the Vice President and Treasurer of Midwest Division – RPC, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Vice President and Treasurer in such company, the company corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the _____ Member of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.



My Commission
Expires
March 7, 2011

Connie D. Roder
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
CARENET	2,098,112