

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
Steward Health Care System LLC		06/20/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JP Morgan Chase Bank, N.A.
Street Address:	1111 Fannin Street
Internal Address:	Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3764603	C
Serial Number:	77607455	CARITAS
Serial Number:	85204779	S
Serial Number:	85204762	S
Serial Number:	85288011	S STEWARD
Serial Number:	85288053	S STEWARD
Serial Number:	85126566	STEWARD

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3000
 Email: robert.wise@skadden.com
 Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

900195840

**TRADEMARK
 REEL: 004572 FRAME: 0231**

CH \$190.00 3764603

Address Line 1: 4 Times Square
Address Line 2: Attn: John Deming
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 139900/669

NAME OF SUBMITTER: John Deming

Signature: /John Deming/

Date: 06/29/2011

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Agreement") is entered into as of June 20, 2011, among Steward Health Care System Holdings LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Health Care System LLC, a Delaware limited liability company with office located at with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Merrimack Valley Hospital, a Steward Family Hospital, Inc., a Delaware corporation with offices located at 140 Lincoln Avenue, Haverhill, Massachusetts 01830, Nashoba Valley Medical Center, a Steward Family Hospital, Inc., a Delaware corporation with offices located at 200 Groton Road, Ayer, Massachusetts 01432, SPN Professionals Corporation, a Massachusetts corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Carney Hospital, Inc., a Delaware corporation with offices located at 2100 Dorchester Avenue, Dorchester, Massachusetts 02124, Steward Fall River Management Care Services LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Good Samaritan Medical Center, Inc., a Delaware corporation with offices located at 235 North Pearl Street, Brockton, Massachusetts 02301, Steward Good Samaritan Occupational Health Services, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Good Samaritan Radiation Oncology Center, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Home Care, Inc., a Delaware corporation with offices located at 3 Edgewater Drive, Norwood, Massachusetts 02062, Steward Holy Family Hospital, Inc., a Delaware corporation with offices located at 70 East Street, Methuen, Massachusetts 01844, Steward Hospital Holdings LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Imaging & Radiology Holdings LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Medical Holdings LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Morton Hospital, a Steward Family Hospital, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Medical Group, Inc., a Massachusetts corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward New England Initiatives, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Norwood Hospital, Inc., a Delaware corporation with offices located at 800 Washington Street, Norwood, Massachusetts 02062, Steward Operations Holdings LLC, a Delaware limited liability company with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward Physician Contracting, Inc., a Massachusetts corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116, Steward St. Anne's Hospital Corporation, a Delaware corporation with offices located at 795 Middle St., Fall River, Massachusetts 02721, Steward St. Elizabeth's Medical Center of Boston, Inc., a Delaware corporation with offices located at 736 Cambridge Street, Brighton, Massachusetts 02135, Steward Valley Regional Ventures, Inc., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116 and Steward St. Elizabeth's Realty Corp., a Delaware corporation with offices located at 500 Boylston Street, Boston, Massachusetts 02116 (each a "Grantor", and collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., a national banking association with offices located at 1111 Fannin Street – Floor 10, Houston, Texas 77002, in its capacity as Administrative Agent (as defined in the Security Agreement referenced below) (in such capacity, the "Grantee").

WHEREAS, the Grantors, the Grantee, and the Lenders have entered into a Credit Agreement dated as of June 20, 2011 (as may be amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors and the Grantee have entered into a Pledge and Security Agreement dated as of June 20, 2011 (as may be amended or modified from time to time, the "Security Agreement"), in order to induce the Lenders to enter into and extend credit to the Borrowers and to secure the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Grantee, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located to secure the prompt and complete payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest. Each Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Lenders, a security interest in all of its right, title and interest in, to and under the following Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance of the Secured Obligations:

(a) (1) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those set forth on Schedule I hereto; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (5) all rights corresponding to any of the foregoing throughout the world (collectively the "Trademarks"); and

(b) (1) any and all licensing agreements or similar arrangements in and to its Trademarks, (2) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation damages and payments for past and future breaches thereof, and (3) all rights to sue for past, present and future breaches thereof.

Notwithstanding anything to contrary, the security interest granted hereunder shall not attach to, and the term "Trademark Collateral" shall not include any "intent to use" trademark applications for which a statement of use has not been filed with the U.S. Patent and Trademark Office but only to the extent that the grant of security interest and Lien would invalidate such trademark applications.

3) Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Grantee pursuant to the Security

Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Grantee shall determine, in its discretion, which terms shall control.

4) Term. The term of this Agreement is coterminous with the term of the Security Agreement.

5) **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

6) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Agreement effective as of the date first written above.

STEWARD HEALTH CARE SYSTEM LLC
STEWARD CARNEY HOSPITAL, INC.
STEWARD HOLY FAMILY HOSPITAL, INC.
STEWARD NORWOOD HOSPITAL, INC.
STEWARD GOOD SAMARITAN MEDICAL CENTER, INC.
STEWARD ST. ANNE'S HOSPITAL CORPORATION
STEWARD ST. ELIZABETH'S MEDICAL CENTER OF BOSTON, INC.
STEWARD MEDICAL GROUP, INC.
NASHOBA VALLEY MEDICAL CENTER, A STEWARD FAMILY HOSPITAL, INC.
MERRIMACK VALLEY HOSPITAL, A STEWARD FAMILY HOSPITAL, INC.
MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC.
STEWARD PHYSICIAN CONTRACTING, INC.
SPN PROFESSIONALS CORPORATION
STEWARD GOOD SAMARITAN OCCUPATIONAL HEALTH SERVICES, INC.
STEWARD GOOD SAMARITAN RADIATION ONCOLOGY CENTER, INC.
STEWARD HOME CARE, INC.
STEWARD NEW ENGLAND INITIATIVES, INC.
STEWARD ST. ELIZABETH'S REALTY CORP.
STEWARD VALLEY REGIONAL VENTURES, INC.

By: _____
Name: James Renna
Title: Treasurer

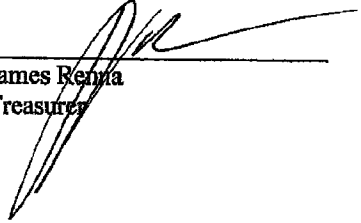
Trademark Security Agreement

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STEWARD HOSPITAL HOLDINGS LLC
STEWARD IMAGING & RADIOLOGY HOLDINGS LLC
STEWARD OPERATIONS HOLDINGS LLC
STEWARD MEDICAL HOLDINGS LLC

By: Steward Health Care System LLC, its
Managing Member

By: _____
Name: James Renna
Title: Treasurer



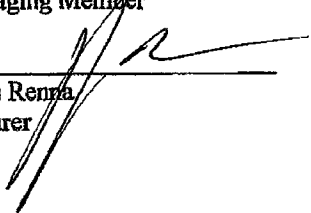
Trademark Security Agreement

STEWARD FALL RIVER MANAGEMENT CARE SERVICES LLC

**By: Steward Operations Holdings LLC, its
Managing Member**

**By: Steward Health Care System LLC, its
Managing Member**

**By: _____
Name: James Renza
Title: Treasurer**



Trademark Security Agreement

STATE OF MA)
Suffolk COUNTY)

On June 16, 2011, before me, Lina Morrill, Notary Public, personally appeared James Kenna, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

Lina Morrill

Notary Public, State of MA

My Commission Expires: 11/18/16

Trademark Security Agreement

IN WITNESS WHEREOF, each Grantor has executed this Agreement effective as of the date first written above.

STEWARD HEALTH CARE HOLDINGS LLC

By: Steward Health Care Investors LLC, its
Managing Member

By: WBM
Name: W. Brett Ingersoll
Title: President and Treasurer

STATE OF NEW YORK)
NEW YORK COUNTY)

On JUNE 15th 2011, before me, Nancy Cicalo, Notary Public, personally appeared W. Brett Ingersoll, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

Nancy Cicalo
Notary Public, State of NEW YORK
My Commission Expires: 06 02 2015

NANCY CICALO
Notary Public, State of New York
No. 01C15078917
Qualified in Richmond County
Certificate of New York County
Commission Expires June 2, 2011

2015

Trademark Security Agreement

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By 

Name: Dawn L. LeeLum



Title: Executive Director

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

SCHEDULE I

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Steward Health Care System LLC		March 23, 2010	3,764,603
Caritas Holy Family Hospital	CARITAS HOLY FAMILY HOSPITAL AND MEDICAL CENTER & DESIGN¹ *MA State Registration	Registered in MA: October 17, 2008	70548
Caritas Holy Family Hospital, Inc.	REGIONAL CENTER FOR ORTHOPEDIC CARE *MA State Registration	7/20/2010	72,867
St. Elizabeth's Medical Center of Boston, Inc.	SEMC ST. ELIZABETH'S MEDICAL CENTER OF BOSTON INC. *MA State Registration	10/12/2001	60,755
Valley Regional Medical Services Corporation	NEW ENGLAND MEDICAL GROUP *MA State Registration	9/25/2001	60,692
Caritas Holy Family Hospital, Inc.	 *MA State Registration	10/17/2008	70,548

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Steward Health Care	CARITAS	11/5/2008	77/607455

¹ This mark is not being used by a current Grantor. The Grantors will not file any documentation with the state in order to use this mark or update the registration under current Grantor's name..

System LLC	S STYLIZED	12/23/2010	85/204,779
	S AND DESIGN	12/23/2010	85/204,762
	S STEWARD AND DESIGN	4/6/2011	85/288,011
	S STEWARD AND DESIGN	4/6/2011	85/288,053
	STEWARD	9/10/2010	85/126,566
	STEWARD *Canadian application	2/11/2011	Canadian Application No. 1,514,946

FOREIGN TRADEMARK APPLICATIONS

Owner	Trademark	Country	Status	Serial No.
Caritas Christi	CARITAS	Canada	Pending	1,426,572

Schedule I