

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HCA-HealthONE LLC		10/27/2011	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 North Tyron Street, 15th Floor		
<b>Internal Address:</b>	NC1-001-15-02		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	INC. ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1307559	HEALTH ONE	
Registration Number:	1455788	SWEDISH MEDICAL CENTER	
Registration Number:	2194859	INSTITUTE FOR LIMB PRESERVATION	
Registration Number:	2194860	INSTITUTE FOR LIMB PRESERVATION	
Registration Number:	2334897	HEALTH ONE	
Registration Number:	2439860	HEALTH ONE	
Registration Number:	2580192	LEADING HOSPITALS. TRUSTED CARE.	
Registration Number:	2605394	1-877-LYFEGUARD	
Registration Number:	2838970	SKY RIDGE MEDICAL CENTER	
Registration Number:	2878022	THE LIMB PRESERVATION FOUNDATION	
Registration Number:	2904672	1-877-HEALTHONE	
Registration Number:	3270469	THE DENVER CLINIC FOR EXTREMITIES AT RISK	
Registration Number:	3277239	SAVING LIMBS AND LIVES EVERYDAY	

OP \$740.00 1307559

Registration Number:	3297522	THE DENVER CLINIC FOR EXTREMITIES AT RISK
Registration Number:	3304448	
Registration Number:	3328072	ROCKY MOUNTAIN HOSPITAL FOR CHILDREN
Registration Number:	3334901	X
Registration Number:	3425872	ROCKY MOUNTAIN BLOOD AND MARROW TRANSPLANT PROGRAM
Registration Number:	3494843	THE LIMB PRESERVATION FOUNDATION
Registration Number:	3617397	HEALTHONE
Registration Number:	3620820	HEALTHONE
Registration Number:	3653467	SKY RIDGE MEDICAL CENTER BEYOND YOUR EXPECTATIONS
Registration Number:	3766530	CARDIAC ALERT
Registration Number:	3777624	
Registration Number:	3843393	ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDATION
Registration Number:	3905078	HEALTHONE EMERGENCY CARE
Registration Number:	3905079	HEALTHONE EXPRESS CARE
Registration Number:	3930212	ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDATION
Registration Number:	3955426	

**CORRESPONDENCE DATA**

Fax Number: (212)656-1342  
Phone: 212-701-3345  
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*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: James P. Murphy, Legal Assistant  
Address Line 1: 80 Pine Street  
Address Line 2: Cahill Gordon & Reindel LLP  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams TR/
Date:	10/31/2011

Total Attachments: 5  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 27, 2011 is made by HCA- HealthONE LLC, a Colorado 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, 15<sup>th</sup> Floor, NCI-001-15-02, Charlotte, NC 28255-0001, as Collateral Agent (in such capacity, the "Collateral Agent") for the benefit of the First Lien Secured Parties (as defined below).

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 and restated as of May 4, 2011 and as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement"), by and among HCA Inc., a Delaware corporation ("HCA"), 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 HCA, the "Borrowers"), the lending institutions or entities from time to time parties thereto (the "Lenders"), and Bank of America, N.A., as Administrative Agent, Collateral Agent, Swingline Lender and Letter of Credit Issuer, 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, HCA and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of November 17, 2006 and amended and restated 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 "First Lien Security Agreement");

WHEREAS, pursuant to the First Lien Security Agreement, HCA and certain of its subsidiaries 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;

WHEREAS, pursuant to a Membership Interest Purchase Agreement dated as of August 2, 2011, HCA Holdings, Inc. purchased The Colorado Health Foundation's remaining ownership interest in the Obligor, thus acquiring the entire ownership interest in the Obligor;

WHEREAS, the Obligor is entering as of the date hereof into a Supplement No. 2 to the First Lien Security Agreement, whereby Obligor agrees to be bound by the terms and conditions of the Credit Agreement and the First Lien Security Agreement, as a Guarantor under such documents;

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 each Guarantor (including

the Obligor) shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the First Lien Secured Parties; 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, 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 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 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 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 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-HealthONE LLC

By:   
Name: John M. Frack II  
Title: Manager, Vice President + Assistant Secretary

[First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004651 FRAME: 0801**

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

By:   
Name: David H. Strickert  
Title: Managing Director

[First Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004651 FRAME: 0802

## SCHEDULE A

### U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
HEALTH ONE	1,307,559
SWEDISH MEDICAL CENTER	1,455,788
INSTITUTE FOR LIMB PRESERVATION	2,194,859
INSTITUTE FOR LIMB PRESERVATION & Design	2,194,860
HEALTH ONE & Design	2,334,897
HEALTH ONE & Design	2,439,860
LEADING HOSPITALS. TRUSTED CARE.	2,580,192
1-877-LYFEGUARD	2,605,394
SKY RIDGE MEDICAL CENTER	2,838,970
THE LIMB PRESERVATION FOUNDATION	2,878,022
1-877-HEALTHONE	2,904,672
THE DENVER CLINIC FOR EXTREMITIES AT RISK	3,270,469
SAVING LIMBS AND LIVES EVERYDAY	3,277,239
THE DENVER CLINIC FOR EXTREMITIES AT RISK & Design	3,297,522
MISCELLANEOUS DESIGN	3,304,448
ROCKY MOUNTAIN HOSPITAL FOR CHILDREN	3,328,072
X & Design	3,334,901
ROCKY MOUNTAIN BLOOD AND MARROW TRANSPLANT PROGRAM & Design	3,425,872
THE LIMB PRESERVATION FOUNDATION	3,494,843
HEALTHONE	3,617,397
HEALTHONE (stylized)	3,620,820
SKY RIDGE MEDICAL CENTER BEYOND YOUR EXPECTATIONS	3,653,467
CARDIAC ALERT	3,766,530
MISCELLANEOUS DESIGN (HFC LOGO)	3,777,624
ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDATION	3,843,393
HEALTHONE EMERGENCY CARE	3,905,078
HEALTHONE EXPRESS CARE	3,905,079
ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDATION	3,930,212
MISCELLANEOUS DESIGN (CHF LOGO)	3,955,426