

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSMC Investors, LLC		03/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Island Hospital Company, LLC		
Street Address:	4000 Meridian Blvd.		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3710989	METROSOUTH MEDICAL CENTER	
CORRESPONDENCE DATA			
Fax Number:	(615)252-6329		
Phone:	615-252-2329		
Email:	abarach@babarc.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Andrea C. Barach		
Address Line 1:	1600 Division Street		
Address Line 2:	Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	CHS-118/020304-301159		
NAME OF SUBMITTER:	Andrea C. Barach, Esq.		
Signature:	/andrea c. barach/		

OP \$40.00 3710989

Date:

03/08/2012

Total Attachments: 4

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ASSIGNMENT OF MARKS
(MSMC Investors to Blue Island Hospital Company)

THIS ASSIGNMENT OF MARKS (this "Assignment") is made and entered into effective as of March 1, 2012 by and between **MSMC INVESTORS, LLC**, a Delaware limited liability company ("MSMC"), and **BLUE ISLAND HOSPITAL COMPANY, LLC**, a Delaware limited liability company ("BIHC"). MSMC is hereinafter sometimes referred to as "Assignor." BIHC is hereinafter sometimes referred to as "Assignee."

RECITALS:

A. As of the date hereof, Assignor has conveyed to Assignee certain assets owned by Assignor and associated with or employed in the operations of the Facilities, as more particularly described in and as contemplated by that certain Asset Purchase Agreement dated December 9, 2011, by and among MSMC, MSMC Home Care, LLC, MSMC Hospice, LLC, MSMC Realty, LLC, Blue Island Illinois Holdings, LLC and CHS/Community Health Systems, Inc. (the "Purchase Agreement"). Any capitalized terms used but not otherwise defined in this Agreement shall have the same meanings herein as ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee the service marks, trademarks and trade names listed on Exhibit A attached hereto (the "Marks") on the terms and conditions set forth therein and in this Assignment.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. ASSIGNMENT. Assignor hereby sells, transfers, assigns and delivers unto Assignee, effective as of the date hereof, the Marks, all right, title and interest of Assignor therein, and, if registered, the Illinois Secretary of State registration therefor, and, if registered, the United States Patent and Trademark Office registration therefor, together with the goodwill of the business connected with and symbolized by the Marks and registration therefor, as well as all rights to damages or profits, due or accrued, arising out of past infringement of the Marks or injury to said goodwill and the right to sue for and recover the same in the Assignee's own name.

2. FURTHER ACTIONS. Assignor hereby covenants and agrees to execute and deliver without further consideration, at the request of Assignee and at Assignee's sole cost and expense, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments contemplated by this Assignment.

3. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

4. CONFLICT. This Assignment shall be subject to the terms and conditions of the Purchase Agreement. This Assignment does not replace, substitute for, expand, extinguish, impair or limit in any way the rights, obligations, claims, or remedies of any party under the

terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions set forth in this Assignment and the terms and conditions set forth in the Purchase Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Purchase Agreement shall prevail, govern, and control in all respects.

5. BINDING EFFECT. This Agreement and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignee and its successors and assigns and shall inure to the benefit of Assignor and its successors and assigns.

6. RECORDING. To the extent necessary, Assignor agrees that Assignee may file this Assignment with the United States Patent and Trademark Office and other appropriate governmental offices for purposes of confirming the assignment of the Marks from Assignor to Assignee.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first written above.

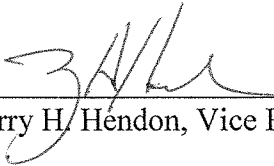
MSMC INVESTORS, LLC

By: Reis Capital Management, LLC, its Manager

By: 

David Reis, Managing Member

BLUE ISLAND HOSPITAL COMPANY, LLC

By: 

Terry H. Hendon, Vice President

*[Signature Page to Assignment of Marks by MSMC Investors, LLC
to Blue Island Hospital Company, LLC]*

EXHIBIT A

Marks

All names, trade names, trademarks and service marks (or variations thereof) associated with the Facilities, all goodwill associated therewith, and all applications and registrations associated therewith, including, but not limited to, the following:

Trademarks:

1. MetroSouth Medical Center

Registered Tradenames:

1. MetroSouth Medical Center

Other Tradenames:

1. MetroSouth Health Center at Alsip
2. MetroSouth Health Center at Blue Island
3. MetroSouth Health Center at Chicago
4. MetroSouth Health Center at Dolton
5. MetroSouth Health Center at Morgan Park
6. MetroSouth Health Center at South Holland
7. MetroSouth Health Center at Beverly