

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
Wesley Medical Center, LLC		10/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street, 15th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2706019	GALICHIA HEART HOSPITAL	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Genevieve Dorment, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	012350/0004		
NAME OF SUBMITTER:	Genevieve Dorment		
Signature:	/gd/		

CH \$40.00 2706019

Date:

11/07/2012

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 26, 2012 is made by Wesley Medical Center, LLC, a Delaware limited liability company, located at 550 N. Hillside, Wichita, Kansas 67220 (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 and restated as of May 4, 2011 and as the same may be further amended, restated, amended and 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, restatements, amendments and restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “First Lien Security Agreement”);

WHEREAS, pursuant to the 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;

WHEREAS, it was a condition precedent to the obligation of the Lenders to make loans and other extensions of credit under the Credit Agreement that the Obligor shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the Lenders; 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 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.

WESLEY MEDICAL CENTER, LLC

By: 

Name: John M. Franck II

Title: Manager, Vice President and Asst. Secretary

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.

WESLEY MEDICAL CENTER, LLC

By: _____
Name:
Title:
Date:

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

By: Liliana Claar
Name:
Title: **Liliana Claar
Vice President**

Date: October 25, 2012

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
GALICHIA HEART HOSPITAL	2,706,019