

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
CCG of California, LLC		02/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	424 Church Street		
Internal Address:	Suite 500		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2629540	BAKERSFIELD HEART HOSPITAL	
Registration Number:	2294780		
CORRESPONDENCE DATA			
Fax Number:	6157420410		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer		
Address Line 1:	150 3rd Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	102106-178		
NAME OF SUBMITTER:	Robert L. Brewer		

CH \$65.00 2629540

Signature:	/Robert L. Brewer/
Date:	02/25/2013
Total Attachments: 13 source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page1.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page2.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page3.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page4.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page5.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page6.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page7.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page8.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page9.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page10.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page11.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page12.tif source=2-12-2013 Fifth Third - Heart Hospital -Trademark Security Agreement#page13.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of February 12, 2013, is made and entered into on the terms and conditions hereinafter set forth, by and among CCG OF CALIFORNIA, LLC, a Delaware limited liability company (the "Grantor") and FIFTH THIRD BANK, an Ohio banking corporation, as administrative agent and collateral agent for itself and the Lenders (as defined in the Credit Agreement defined below) (in such capacities (the "Administrative Agent") under the Credit Agreement).

RECITALS:

A. Pursuant to a Credit Agreement dated November 21, 2012, by and among the Heart Hospital of BK, LLC, a Delaware limited liability company ("Borrower"), Cardiovascular Care Group, Inc., a Delaware corporation, Grantor, the Lenders listed therein and the Administrative Agent (as the same may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"; except as otherwise defined herein, terms used herein and defined in the Credit Agreement shall be used herein as so defined), the Lenders made certain Loans to the Borrower, all as more specifically described in the Credit Agreement.

B. The Grantor is a Guarantor under the Credit Agreement and desires to secure its guaranty by executing and delivering this Agreement to the Administrative Agent.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and in order to insure the Borrower's compliance with and to induce the Lenders to extend credit under the Credit Agreement, and in consideration of the benefits accruing to the Grantor, the receipt and sufficiency of all of which are hereby acknowledged, Grantor hereby makes the following representations and warranties to the Administrative Agent and hereby covenants and agrees with the Administrative Agent, all for the ratable benefit of the Lenders and the Administrative Agent as provided in the Credit Agreement, as follows:

1. Definitions.

(a) In addition to terms defined elsewhere herein, the following terms as used in this Agreement shall have the indicated meanings (terms defined in the singular to have the same meaning when used in the plural, and vice versa, unless otherwise expressly indicated):

"Collateral" means the properties, assets and rights of the Grantor in which a security interest is granted and created pursuant to Section 2.

"Permitted Liens" means Liens permitted pursuant to the provisions of Section 7.3 of the Credit Agreement.

"Secured Obligations" shall have the meaning given such term in Section 2.

"UCC" means, as to any jurisdiction at any time, the Uniform Commercial Code in effect in that jurisdiction at such time. If no time is specified, "UCC" shall mean the Uniform Commercial Code as in effect in such jurisdiction(s) from time to time. If no jurisdiction is specified, "UCC" shall mean the Uniform Commercial Code as in effect in any relevant jurisdiction.

(b) Regardless of whether capitalized herein, terms used herein that are defined or otherwise used in the Tennessee UCC have the same meanings herein, unless the context otherwise requires. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement.

2. Creation of Security Interest. This Agreement is for the benefit of the Administrative Agent and the Lenders to secure the payment and performance in full when due, whether at stated maturity, by acceleration, mandatory prepayment, declaration or otherwise, of all of the Obligations of the Loan Parties to the Lenders as described and defined in the Credit Agreement and any guaranty thereof (such Obligations being collectively referred to herein as the "Secured Obligations"). To secure the payment and performance of the Secured Obligations, Grantor hereby grants, assigns, transfers, sets over, hypothecates, pledges and delivers to the Administrative Agent, and grants to and creates in favor of the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, the following properties, assets and rights of Grantor, whether now owned or hereafter acquired or arising, and wherever located:

(i) each trademark, trademark registration, trademark application, trademark license and all of the goodwill of the business connected with the use of, and symbolized thereby, including, without limitation, each trademark, trademark registration, trademark application and trademark license described on Schedule A;

(ii) all renewals or extensions of the foregoing,

(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

3. Representations and Warranties. The Grantor hereby represents and warrants to the Administrative Agent as follows:

(a) The Grantor is a duly organized and validly existing entity of the type disclosed on the signature pages of this Agreement. The execution and delivery of this Agreement and the performance and observance of the obligations of the Grantor hereunder are within the power of the Grantor and have been duly authorized by all necessary action on the part of the Grantor properly taken. This Agreement is a legal, valid and binding obligation of the Grantor and is enforceable against the Grantor in accordance with its terms.

(b) The Grantor is the owner of or has other rights in the Collateral, free from any Lien other than Permitted Liens.

4. Covenants and Agreements. Grantor hereby covenants and agrees with the Administrative Agent and the Lenders as follows:

(a) The Grantor will promptly perform all of the Grantor's obligations under this Agreement, the Credit Agreement and the other Loan Documents to which it is a party.

(b) The Grantor will take any other action reasonably requested by the Administrative Agent to insure the attachment, perfection and first priority of, and the ability of the Administrative Agent to enforce, the Administrative Agent's security interest in any and all of the Collateral, including (i) authorizing, executing (to the extent that the Grantor's signature is required), delivering and filing financing statements and amendments relating thereto under the UCC, (ii) complying with any provision of any statute, rule, regulation or treaty of any jurisdiction as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Administrative Agent to enforce, the Administrative Agent's security interest in such Collateral, (iii) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other person obligated on Collateral and (iv) taking all actions required by any earlier versions of the UCC or by other law, as applicable in any relevant jurisdiction.

(c) The Grantor shall be the owner of or have other rights in the Collateral free from any Lien other than Permitted Liens, and the Grantor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Administrative Agent.

(d) The Grantor shall not (i) create, grant or suffer to exist any Lien on the Collateral other than Permitted Liens, (ii) permit any of the Collateral to be levied upon under any legal process, or (iii) permit anything to be done that may impair the security intended to be afforded by this Agreement without the prior written consent of the Administrative Agent.

(e) The Grantor will not permit anything to be done that may materially impair the value of any material Collateral and will not use the same in violation of law or any policy of insurance thereon.

(f) Subject to any applicable limitations provided in the Credit Agreement, the Administrative Agent and its representatives will be permitted to make any examination, inspection, verification or audit of the Collateral that the Administrative Agent deems necessary or proper. All reasonable expenses incurred by the Administrative Agent in making such examination, inspection, verification or audit shall be reimbursed by the Grantor upon the Administrative Agent's demand and shall constitute a part of the Secured Obligations until fully reimbursed.

(g) The Grantor will pay (i) promptly when due, all costs of and taxes on the filing of financing statements, continuation statements, termination statements and any other publicly filed documents with respect to the security interests created hereby, (ii) prior to delinquency, all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, (iii) upon demand by the Administrative Agent, any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Administrative Agent in protecting, preserving or enforcing the Administrative Agent's rights under or in respect of this Agreement, any of the Secured Obligations or any of the Collateral, and (iv) upon demand by the Administrative Agent, interest on any amounts due and owing from the Grantor to the Administrative Agent hereunder, from the date due until paid, at the Default Rate in effect from time to time.

(h) The Grantor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except as expressly permitted by the Credit Agreement.

5. Power of Attorney.

(a) The Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Grantor or in the Administrative Agent's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the intent and purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Grantor, without notice to or assent by the Grantor, to at any time or from time to time upon the occurrence and during the continuation of an Event of Default, and at the Grantor's expense, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the UCC and applicable law and as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do all other acts and things that the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's security interest therein, or in order to effect the intent and purposes of this Agreement, all as fully and effectively as the Grantor might do, to the extent permitted by applicable law, including, without limitation:

(1) filing and prosecuting registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes; and

(2) executing, delivering and recording, in connection with any sale or other disposition of any Collateral, endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral.

(b) To the extent permitted by law, Grantor hereby ratifies all that said attorneys lawfully do or cause to be done by virtue hereof. This power of attorney is a

power coupled with an interest and shall be irrevocable until the Secured Obligations have been fully and finally satisfied.

(c) The powers conferred on the Administrative Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Administrative Agent shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act, except for the Administrative Agent's own gross negligence or willful misconduct.

6. Default and Remedies.

(a) This Agreement shall be in default upon the occurrence and during the continuation of an Event of Default.

(b) Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent may proceed to:

(1) take possession of the Collateral, and for that purpose the Administrative Agent may, so far as the Grantor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom,

(2) collect and receive any and all amounts payable or distributable in respect of the Collateral and hold the same as additional Collateral or apply the same to the Secured Obligations,

(3) render equipment constituting Collateral unusable,

(4) dispose of all or any part of the Collateral by public or private sale, in such manner and order as the Administrative Agent shall determine, subject to and in accordance with applicable requirements of the UCC or other applicable law, and

(5) exercise any and all other rights, powers, privileges, options and remedies provided by the UCC or other applicable law, as well as all other rights and remedies possessed by the Administrative Agent pursuant to the Loan Documents.

(c) Any notice of sale, lease or other intended disposition of the Collateral by the Administrative Agent sent to the Grantor at the address set forth in the Credit Agreement, or at such other address of the Grantor as may be shown on the Administrative Agent's records, at least ten (10) days prior to such action, shall constitute reasonable notice to the Grantor.

(d) Subject to any applicable provisions of the UCC or the Credit Agreement, the proceeds of the exercise of the Administrative Agent's remedies hereunder shall be applied to the Secured Obligations in such order of priority as the Administrative Agent shall determine.

(e) The Administrative Agent may waive any Default or Event of Default before or after the same has been declared without impairing the right to declare a subsequent Default or Event of Default hereunder, this right being a continuing one. None of the Administrative Agent or the Lenders shall be deemed to have waived any of their rights upon or under any of the Secured Obligations or Collateral unless such waiver shall be in a record authenticated by a duly authorized representative thereof.

(f) No right, power or remedy conferred upon or reserved to the Administrative Agent by this Agreement or any of the other Loan Documents is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, under any of the other Loan Documents or now or hereafter existing at law, in equity or by statute. No delay or omission by the Administrative Agent to exercise any right, power or remedy accruing upon the occurrence of any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every right, power and remedy given by this Agreement and the other Loan Documents to the Administrative Agent may be exercised from time to time and as often as may be deemed expedient by the Administrative Agent.

(g) The Administrative Agent shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral or any similar law that might cause delay in or impede the enforcement of the Administrative Agent's rights under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, Grantor hereby irrevocably waives the benefits of all such laws.

7. Standards Relating to Exercise of Remedies.

(a) To the extent that applicable law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, the Grantor acknowledges and agrees that it is not commercially unreasonable for the Administrative Agent (1) to fail to incur expenses reasonably deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (2) to fail to

obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (3) to fail to exercise collection remedies against account debtors or other persons obligated in respect of Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (4) to exercise collection remedies against account debtors and other persons obligated in respect of Collateral directly or through the use of collection agencies and other collection specialists, (5) to advertise dispositions of Collateral through publications or media of general circulation, regardless of whether the Collateral is of a specialized nature, (6) to contact other persons, regardless of whether in the same business as the Grantor, for expressions of interest in acquiring all or any portion of the Collateral, (7) to hire one or more professional auctioneers to assist in the disposition of Collateral, regardless of whether such Collateral is of a specialized nature, (8) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (9) to dispose of assets in wholesale rather than retail markets, (10) to disclaim disposition warranties, (11) to purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (12) to the extent deemed appropriate by the Administrative Agent, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral.

(b) The Grantor acknowledges that the purpose of this Section 7 is to provide non-exhaustive indications of actions or omissions by the Administrative Agent that would not be commercially unreasonable in the Administrative Agent's exercise of remedies with respect to the Collateral, and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7. Without limitation upon the foregoing, nothing contained in this Section 7 shall be construed to grant any rights to the Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 7.

8. Grantor's Obligations Absolute, Etc. The obligations of Grantor under this Agreement shall be absolute and unconditional in accordance with the terms hereof and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation: (a) any change in the time, place or manner of payment of, or in any other term of, all or any of the Secured Obligations, any waiver, indulgence, renewal, extension, amendment or modification of or addition, consent or supplement to or deletion from or any other action or inaction under or in respect of this Agreement, the Credit Agreement, any of the other Loan Documents or any other instrument or agreement referred to therein or any assignment or transfer of any thereof; (b) any lack of validity or enforceability of this Agreement, the Credit Agreement, any of the other Loan Documents or any other documents, instruments or agreement referred to therein or any assignment or transfer of any thereof; (c) any limitation on any party's liability or obligations under any such instrument or agreement or any invalidity or unenforceability, in whole or in part, of any such instrument or agreement or any

term thereof; (d) any furnishing of any additional security to the Administrative Agent or its assignees or any acceptance thereof or any release of any security by the Administrative Agent or its assignees; (e) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to any Grantor, or any action taken with respect to this Agreement by any trustee or receiver, or by any court, in any such proceeding, regardless of whether the Grantor shall have notice or knowledge of any of the foregoing; (f) any exchange, release or nonperfection of any security interest in any other collateral, or any release or amendment or waiver of or consent to departure from any guarantee or security, for all or any of the Secured Obligations; or (g) any other circumstance that otherwise might constitute a defense available to, or a discharge of, any Grantor. Grantor agrees with the Administrative Agent that each of the obligations and liabilities of the Grantor to the Administrative Agent under this Agreement may be enforced against the Grantor without the necessity of joining any other Grantor or any other Person as a party.

9. Notices. Any and all notices or other communications permitted or required to be made under this Agreement shall be given in the manner specified in the Credit Agreement and to the Grantor at the address set forth for the Grantor in Section 10.2 to the Credit Agreement and to the Administrative Agent at the addresses specified on Section 10.2 to the Credit Agreement.

10. Governing Law. Unless otherwise expressly set forth herein, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee, without reference to the conflicts or choice of law principles thereof, except to the extent that the laws of a particular jurisdiction govern the creation, perfection and enforcement of liens on and security interests in the Collateral.

11. CONSENT TO JURISDICTION. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF TENNESSEE SITTING IN DAVIDSON COUNTY OR OF THE UNITED STATES FOR THE MIDDLE DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE GRANTOR AND THE ADMINISTRATIVE AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE GRANTOR AND THE ADMINISTRATIVE AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. THE GRANTOR AND THE ADMINISTRATIVE AGENT WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

12. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER, RELATING TO OR CONNECTED WITH THIS AGREEMENT, THE COLLATERAL OR ANY OTHER INSTRUMENT OR DOCUMENT CONTEMPLATED HEREBY OR DELIVERED IN CONNECTION HEREWITH AND

AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

13. Conflicts. In the event of any conflict between the Credit Agreement and this Agreement, the Credit Agreement shall control.

14. Severability of Provisions. Any provision of this Agreement that is prohibited or unenforceable with respect to any person or circumstance or in any jurisdiction shall, as to such person, circumstance or jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision with respect to other persons or circumstances or in any other jurisdiction.

15. Counterparts. This Agreement may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Agreement may be executed by one or more of the parties hereto, and some different counterparts or copies executed by one or more of the other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies, and all counterparts or copies hereof so executed shall constitute but one and the same agreement. Each party hereto, by execution of one or more counterparts or copies hereof, expressly authorizes and directs any other party hereto to detach the signature pages and any corresponding acknowledgment, attestation, witness or similar pages relating thereto from any such counterpart or copy hereof executed by the authorizing party and affix same to one or more other identical counterparts or copies hereof so that upon execution of multiple counterparts or copies hereof by all parties hereto, there shall be one or more counterparts or copies hereof to which is (are) attached signature pages containing signatures of all parties hereto and any corresponding acknowledgment, attestation, witness or similar pages relating thereto.

16. Joint and Several. In the event that the Grantor consists of more than one person or entity, the obligations of the Grantor hereunder shall be joint and several, and all references herein to "Grantor" shall refer to each of said persons or entities jointly and severally. This Agreement is assignable by the Administrative Agent, and any assignment of the obligations described in the Credit Agreement or any portion thereof by the Administrative Agent shall operate to vest in the assignee the rights and powers of the Administrative Agent hereunder to the extent of such assignment.

17. Miscellaneous.

(a) Neither this Agreement nor any provision hereof may be altered, amended, modified or changed orally, but may be so altered, amended, modified or changed only by an instrument in writing signed by the party against whom enforcement of such alteration, amendment, modification or change is sought.

(b) The headings in this Agreement and the usage herein of defined terms are for convenience of reference only, and shall not be construed as amplifying, limiting or otherwise affecting the substantive provisions hereof.

(c) Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all past, present or future amendments, restatements, modifications, supplements, extensions, renewals or replacements thereof, as the context may require.

(d) All references herein to the preamble, the recitals or sections, paragraphs, subparagraphs, annexes or exhibits are to the preamble, recitals, sections, paragraphs, subparagraphs, annexes and exhibits of or to this Agreement unless otherwise specified. The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) When used herein, (1) the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, (2) "include", "includes" and "including" shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same, and (3) unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and".

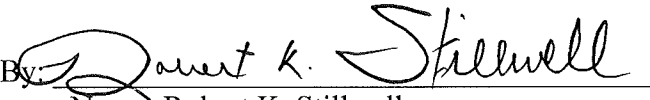
(f) Any reference herein to any law shall be a reference to such law as in effect from time to time and shall include any rules and regulations promulgated or published thereunder and published interpretations thereof.

[Signatures Begin Next Page]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be executed by their respective duly authorized officers or other duly authorized representatives as of the day and year first above written.

GRANTOR:

CCG OF CALIFORNIA, LLC

By: 
Name: Robert K. Stillwell
Title: Senior Vice President and Chief
Financial Officer

ADMINISTRATIVE AGENT:

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be executed by their respective duly authorized officers or other duly authorized representatives as of the day and year first above written.

GRANTOR:

CCG OF CALIFORNIA, LLC


By: _____

Name: Robert K. Stillwell

Title: Senior Vice President and Chief
Financial Officer

ADMINISTRATIVE AGENT:

FIFTH THIRD BANK

By:  _____

Name: Bill Berney

Title: Vice President

Schedule A

Trademarks

U.S. Trademarks (Registration Numbers)

2,629,540	BAKERSFIELD HEART HOSPITAL	Issued 10/01/02
2,294,780	BAKERSFIELD HEART (Logo)	Issued 11/23/99

11521626.2