

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301930

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second lien security agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ardent Medical Services, Inc.		01/02/2013	CORPORATION: DELAWARE
AHS Oklahoma Heart, LLC		01/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	1455 Market St., 5th Floor		
<b>Internal Address:</b>	CA5-701-05-19		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3072711	ARDENT HEALTH SERVICES	
<b>Registration Number:</b>	3125591	ARDENT HEALTH SERVICES	
<b>Registration Number:</b>	3125592	ARDENT	
<b>Registration Number:</b>	4234078	HILLCREST	
<b>Registration Number:</b>	4018549	OKLAHOMA SPINE & ORTHOPEDIC INSTITUTE	
<b>Registration Number:</b>	1776856		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	097293-20		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		

CH \$165.00 3072711

<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	04/18/2014
<b>Total Attachments: 5</b> source=4-18-14 Ardent Medical 4-TM#page1.tif source=4-18-14 Ardent Medical 4-TM#page2.tif source=4-18-14 Ardent Medical 4-TM#page3.tif source=4-18-14 Ardent Medical 4-TM#page4.tif source=4-18-14 Ardent Medical 4-TM#page5.tif	

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent & Trademark Office

Ladies and Gentlemen:


Please be advised that pursuant to the Security Agreement dated as of January 2, 2013 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the benefit of the holders of the Secured Obligations. The foregoing shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the grant of security interest and lien.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Notice and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of January 2, 2013, as the same may be amended, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among the Administrative Agent, Bank of America, N.A., as Second Lien Administrative Agent, Bank of America, N.A., as Control Agent, and the Grantors (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern.

The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.


Very truly yours,

Ardent Medical Services, Inc.

By:   
Name: Ashley M. Crabtree  
Title: Vice President &  
Treasurer

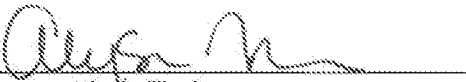
Very truly yours,

AHS Oklahoma Heart, LLC

By:   
Name: Ashley M. Crabtree  
Title: Vice President & Treasurer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: 

Name: Alysa Trakas

Title: Director

**SCHEDULE 1**

Ardent Medical Services, Inc.

<b>SER#</b>	<b>REG#</b>	<b>MARK</b>
78218487	3072711	ARDENT HEALTH SERVICES
78227060	3125591	ARDENT HEALTH SERVICES (Stylized)
78227069	3125592	ARDENT
85582398	4234078	HILLCREST
85183629	4018549	OKLAHOMA SPINE & ORTHOPEDIC INSTITUTE

AHS Oklahoma Heart, LLC

<b>SER#</b>	<b>REG#</b>	<b>MARK</b>
74293578	1776856	OKLAHOMA HEART LOGO