

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Replacement of Administrative Agent Under Existing Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Prior Agent		02/17/2016	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Successor Agent		
Street Address:	50 South Sixth Street, Suite 1290		
Internal Address:	Attn: Josh James		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2384093	IASIS HEALTHCARE	
Registration Number:	2384034	IASIS HEALTHCARE	
Registration Number:	4051018	HOSPITAL MEDICAL MANAGEMENT AND QUALITY	
Registration Number:	4099906	HMMQP	
Registration Number:	4139688	I-CARE	
Registration Number:	4032605	TRIPLEVIEW	
Registration Number:	4139780	I-CARE IASIS CENTER FOR THE ADVANCEMENT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		

OP \$190.00 2384093

DATE SIGNED:

02/18/2016

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A., as Prior Agent

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 17, 2016

- Assignment
- Security Agreement
- Other Under Existing Security Agreement
- Merger
- Change of Name

Replacement of Administrative Agent

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association, as Successor Agent

Attn: Josh James

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: MN

Country: USA Zip: 55402

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
60 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3355

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

February 17, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTICE OF SUCCESSION OF AGENCY

REEL/FRAME 2673/0254

REEL/FRAME 2901/0798

REEL/FRAME 3550/0175

REEL/FRAME 4544/0224

VOLUME/DOCUMENT 3494/939

VOLUME/DOCUMENT 3513/265

VOLUME/DOCUMENT 3553/002

This NOTICE OF SUCCESSION OF AGENCY (this “Notice”), dated as of February 17, 2016 (the “Effective Date”), is executed by Bank of America, N.A., in its capacity as Administrative Agent (as defined in the Original Credit Agreement (as defined below)) under the Original Credit Agreement (the “Prior Agent”), and Wilmington Trust, National Association, in its capacity as Administrative Agent under the Amended Credit Agreement (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of May 3, 2011 (as amended by Amendment No. 1, dated February 20, 2013 and as further amended by Amendment No. 2, dated September 12, 2014), by and among IASIS Healthcare LLC, a Delaware limited liability company (the “Borrower”), IASIS Healthcare Corporation, a Delaware corporation (“Holdings”), Prior Agent and certain other parties thereto (the “Original Credit Agreement”), the Prior Agent, Holdings, IASIS Management Company, a Delaware corporation (“IASIS Management”), Jordan Valley Medical Center, LP, a Delaware limited partnership, as successor by merger to Pioneer Valley Hospital, Inc. (“Jordan Valley”), and certain other grantor parties identified on the signature pages thereto entered into that certain Amended and Restated Security and Pledge Agreement, dated as of May 3, 2011 (the “Original Security Agreement”), and Holdings, IASIS Management and Jordan Valley executed the Notices of Grant (each a “Notice of Grant”) described below, pursuant to which Holdings, IASIS Management and Jordan Valley granted a security interest in and to certain collateral.

WHEREAS, with respect to the trademarks and copyrights identified on Schedule A attached hereto, the following Notices of Grant were recorded: (i) a Notice of Grant of Security Interests in Trademarks was recorded with the United States Patent and Trademark Office on February 12, 2003 at Reel/Frame 2673/0254; (ii) a Notice of Grant of Security Interests in Trademarks was recorded with the United States Patent and Trademark Office on July 28, 2004 at Reel/Frame 2901/0798; (iii) a Notice of Grant of Security Interests in Trademarks was recorded with the United States Patent and Trademark Office on May 29, 2007 at Reel/Frame 3550/0175; (iv) a Notice of Grant of Security Interests in Trademarks was recorded with the United States Patent and Trademark Office on May 18, 2011 at Reel/Frame 4544/0224; (v) a Notice of Grant of Security Interests in Copyrights was recorded with the United States Copyright Office on March 3, 2003 at Volume/Document 3494/939; (vi) a Notice of Grant of Security Interests in Copyrights was recorded with the United States Copyright Office on July 30, 2004 at Volume/Document 3513/265; and (vii) a Notice of Grant of Security Interests in Copyrights was recorded with the United States Copyright Office on March 30, 2007 at Volume/Document 3553/002;

WHEREAS, on February 17, 2016, (a) the Original Credit Agreement was amended pursuant to Amendment No. 3 (the “Amendment”), by and among the Borrower, Holdings, the Lenders party thereto (as defined in the Original Credit Agreement), the Prior Agent and the Successor Agent (the “Amended Credit Agreement”), (b) the Original Security Agreement was amended and restated pursuant to the Second Amended and Restated Security and Pledge Agreement, by and among the Successor Agent, the Borrower, Holdings, IASIS Management, Jordan Valley and certain other grantor parties identified on the signature pages thereto (the “Amended Security Agreement”), and (c) the Prior Agent, the Successor Agent, Borrower, Holdings and certain other parties entered into that certain Agency Resignation, Appointment, Assignment and Assumption Agreement (the “Resignation Agreement”), whereby the Prior

Agent resigned as Administrative Agent and was succeeded and replaced by the Successor Agent as successor Administrative Agent under the Amended Credit Agreement and the Amended Security Agreement.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Amendment and the Resignation Agreement, the Prior Agent has ceased to be Administrative Agent under the Amended Credit Agreement and the Amended Security Agreement, and is succeeded to and replaced by the Successor Agent as Administrative Agent under the Amended Credit Agreement and the Amended Security Agreement. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under each Notice of Grant, which security interest was assigned to the Successor Agent by the Prior Agent pursuant to the Resignation Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:


BANK OF AMERICA, N.A., as the Prior Agent

By: 

Name: Kevin L. Ahart
Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as the Successor Agent**

By:  _____

Name: Josh James
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations:

	Owner	Trademark	Reg. No.
1.	IASIS Management Company	IASIS HEALTHCARE	2384093
2.	IASIS Management Company	IASIS HEALTHCARE	2384034
3.	IASIS Healthcare Corporation	HOSPITAL MEDICAL MANAGEMENT AND QUALITY PROGRAM	4051018
4.	IASIS Healthcare Corporation	HMMQP	4099906
5.	IASIS Healthcare Corporation	I-CARE IASIS CENTER FOR THE ADVANCEMENT OF RESEARCH AND EDUCATION	4139780
6.	IASIS Healthcare Corporation	I-CARE	4139688
7.	IASIS Healthcare Corporation	TRIPLEVIEW	4032605

U.S. Copyright Registrations:

Claimant	Title	Registration No.	Registration Date
Jordan Valley Medical Center, LP , successor by merger to Pioneer Valley Hospital, Inc.	The Stork exchange: month 3	TX0001705163	11/21/1985