

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quorum Health Corporation		04/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3074195	QHR	
Registration Number:	3153336	QHR	
Registration Number:	3345425	SURVIVE AND THRIVE	
Registration Number:	3737811	QHR QUORUM HEALTH RESOURCES	
Registration Number:	3836740	VANTAGE SCORECARD	
Registration Number:	3916779	QHR INTENSIVE RESOURCES	
Registration Number:	4024411	VANTAGE LMS	
Registration Number:	4030986	REFORM READY	
Registration Number:	4032424	QUORUM PURCHASING ADVANTAGE	
Registration Number:	4128270	QHR HEALTHCARE AFFILIATES	
Registration Number:	4666205	QHCC PARTNERS	
Registration Number:	3710989	METROSOUTH MEDICAL CENTER	
Serial Number:	86330548	HEALTH IS FOR HOSPITALS TOO	
Serial Number:	86605606	Q QUORUM HEALTH RESOURCES	
Serial Number:	86605631	CREATING A SUSTAINABLE FUTURE FOR HEALTH	
Serial Number:	86614564	VANTAGE	
Serial Number:	86620256	QUORUM PURCHASING ADVANTAGE	
CORRESPONDENCE DATA			

CH \$440.00 3074195

Fax Number: 3125585700

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.

Phone: (312) 558-6352

Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston & Strawn LLP

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	83507.67
--------------------------------	----------

NAME OF SUBMITTER:	Michelle Foy
---------------------------	--------------

SIGNATURE:	/Michelle Foy/
-------------------	----------------

DATE SIGNED:	05/02/2016
---------------------	------------

Total Attachments: 5

source=UBS-QHC Trademark Security Agreement#page1.tif

source=UBS-QHC Trademark Security Agreement#page2.tif

source=UBS-QHC Trademark Security Agreement#page3.tif

source=UBS-QHC Trademark Security Agreement#page4.tif

source=UBS-QHC Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of April 29, 2016 (this “**Agreement**”), among QUORUM HEALTH CORPORATION, a Delaware corporation, together with the other entities listed on the signature pages hereof (each a “**Grantor**”, and collectively, the “**Grantors**”) and UBS AG, STAMFORD BRANCH as Collateral Agent (the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of April 29, 2016 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Quorum Health Corporation, a Delaware corporation (the “**Borrower**”), the Subsidiaries from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of 29, 2016 (as further amended, restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”), among the Borrower, the lenders from time to time party thereto (each, a “**Lender**” and collectively, the “**Lenders**”) and UBS AG, STAMFORD BRANCH as administrative agent and Collateral Agent. The Secured Parties have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the ABL Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the ABL Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the ABL Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all registered trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no applications for registration of Trademarks filed in the United States Patent and Trademark Office on an intent-to-use basis will be included in the Trademark Collateral until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to such Trademark.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number or counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

QUORUM HEALTH CORPORATION

by


Name: Michael J. Culotta

Title: Executive Vice President and
Chief Financial Officer

QUORUM HEALTH RESOURCES, LLC,
as a Grantor


by


Name: Michael J. Culotta

Title: President

BLUE ISLAND HOSPITAL COMPANY,
LLC, as a Grantor

by


Name: Michael J. Culotta

Title: President


UBS AG, STAMFORD BRANCH
as Collateral Agent,

by:



Name: Darlene Arias
Title: Director

by:



Name: Craig Pearson
Title: Associate Director

Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS*U.S. Trademark Registrations*

<u>Registered Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Quorum Health Resources, LLC	QHR	March 28, 2006	3,074,195
Quorum Health Resources, LLC	QHR	October 10, 2006	3,153,336
Quorum Health Resources, LLC	SURVIVE AND THRIVE	November 27, 2007	3,345,425
Quorum Health Resources, LLC	QHR QUORUM HEALTH RESOURCES (Design)	July 3, 2007	3,737,811
Quorum Health Resources, LLC	VANTAGE SCORECARD	August 24, 2010	3,836,740
Quorum Health Resources, LLC	QHR INTENSIVE RESOURCES (Design)	February 8, 2011	3,916,779
Quorum Health Resources, LLC	VANTAGE LMS	September 13, 2011	4,024,411
Quorum Health Resources, LLC	REFORM READY	September 27, 2011	4,030,986
Quorum Health Resources, LLC	QUORUM PURCHASING ADVANTAGE (Design)	September 27, 2011	4,032,424
Quorum Health Resources, LLC	QHR HEALTHCARE AFFILIATES (Design)	April 17, 2012	4,128,270
Quorum Health Resources, LLC	QHCC PARTNERS	January 6, 2015	4,666,205
Blue Island Hospital Company, LLC	METROSOUTH MEDICAL CENTER	November 17, 2009	3,710,989

U.S. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Quorum Health Resources, LLC	HEALTH IS FOR HOSPITALS TOO	July 8, 2014	86/330,548
Quorum Health Resources, LLC	Q QUORUM HEALTH RESOURCES (Design)	April 22, 2015	86/605,606
Quorum Health Resources, LLC	CREATING A SUSTAINABLE FUTURE FOR HEALTHCARE ORGANIZATIONS	April 22, 2015	86/605,631
Quorum Health Resources, LLC	VANTAGE	April 29, 2015	86/614,564
Quorum Health Resources, LLC	QUORUM PURCHASING ADVANTAGE	May 5, 2015	86/620,256