

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UHS OF DELAWARE, INC.		06/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	4494612		
Registration Number:	4773068		
Registration Number:	4772244	HEALTHY JOURNEY	
Registration Number:	4787520	CENTRX	
Registration Number:	4801013	QUAIL RUN BEHAVIORAL HEALTH	
Registration Number:	4801020	QUAIL RUN BEHAVIORAL HEALTH	
Registration Number:	4867986	CROSSINGS HEALTHCARE SOLUTIONS	
Registration Number:	4867985	CROSSINGS HEALTHCARE SOLUTIONS	
Registration Number:	4871646	CROSSINGS HEALTHCARE SOLUTIONS	
Registration Number:	4871647	CROSSINGS HEALTHCARE SOLUTIONS	
Registration Number:	4895900	MY PHP	
Registration Number:	4895871	RESTORING HOPE FOR TOMORROW. RECOVERING	
Registration Number:	4896700	PEDIATRIC ENDOCRINOLOGY AND DIABETES INS	
Registration Number:	4895886		
Registration Number:	4915857	HENDERSON HOSPITAL	
Registration Number:	4928810	THE JOINT ACADEMY AT AIKEN REGIONAL MEDI	
Registration Number:	4928758	SOUTH TEXAS ADVANCED CARDIAC CARE	
Registration Number:	4936902		

CH \$1865.00 4494612

Property Type	Number	Word Mark
Registration Number:	4941001	MY PHP.
Registration Number:	4940969	STHS ER
Registration Number:	4940334	CHRIS KYLE PATRIOTS HOSPITAL
Registration Number:	4940305	CHRIS KYLE PATRIOTS HOSPITAL
Serial Number:	86783042	AIKEN REGIONAL & WE PRESENT LADIES LIFES
Serial Number:	86467909	VALLEY CARE CLINICS NEURO-SPINE INSTITUT
Serial Number:	86391970	CROSSINGS HEALTHCARE SOLUTIONS
Serial Number:	86391940	CROSSINGS HEALTHCARE SOLUTIONS
Serial Number:	86677218	JA AIKEN REGIONAL MEDICAL CENTERS JOINTA
Serial Number:	86837748	WELLINGTON REGIONAL MEDICAL CENTER
Serial Number:	86852559	PEDIATRIC CENTER OF MANATEE MEMORIAL HOS
Serial Number:	86850872	THE BIRTHPLACE AT SPRING VALLEY HOSPITAL
Serial Number:	86551855	CRADLE CORNER
Serial Number:	86598005	HENDERSON HOSPITAL
Serial Number:	86703819	DIABETIC AND METABOLIC INSTITUTE AT SOUT
Serial Number:	86740867	NORTHWEST TEXAS PHYSICIAN GROUP
Serial Number:	86779185	STHS PREGNANCY RESOURCE CENTER
Serial Number:	86551888	CRADLE CORNER
Serial Number:	86807541	THE BIRTHPLACE AT ST. MARY'S REGIONAL ME
Serial Number:	86826095	RESILIENCE BEHAVIORAL HEALTH AT ST. MARY
Serial Number:	86443818	DSH
Serial Number:	86794673	AUXILIARY TO SOUTH TEXAS HEALTH SYSTEM
Serial Number:	86843724	BUILDING RELATIONSHIPS THAT TOUCH THE HE
Serial Number:	86924103	EDINBURG CHILDREN'S HOSPITAL, DEFINING H
Serial Number:	86924107	EDINBURG REGIONAL MEDICAL CENTER, DEFINI
Serial Number:	86924109	EDINBURG REGIONAL REHAB CENTER, DEFINING
Serial Number:	86897126	GAIN A NEW PERSPECTIVE
Serial Number:	86843735	UHS BEHAVIORAL HEALTH INTEGRATION SOLUTI
Serial Number:	86913404	DOCTORS HOSPITAL MOBILE CLINIC
Serial Number:	86850154	BEHAVIORAL HEALTH INTEGRATION SOLUTIONS
Serial Number:	86910067	MILLWOOD HOSPITAL
Serial Number:	86829331	STRONG AT HEART
Serial Number:	86391933	CROSSINGS HEALTHCARE SOLUTIONS
Serial Number:	86391979	CROSSINGS HEALTHCARE SOLUTIONS
Serial Number:	86924111	MCALLEN MEDICAL CENTER, DEFINING HEALTHC
Serial Number:	86924114	SOUTH TEXAS BEHAVIORAL HEALTH CENTER, DE
Serial Number:	86924118	HERE'S TO HEALTH FROM PROMINENCE HEALTH
Serial Number:	86930348	M

Property Type	Number	Word Mark
Serial Number:	86930351	WE BELIEVE IN PEOPLE
Serial Number:	86930353	BETHANY BEHAVIORAL HEALTH A UNIT OF CEDA
Serial Number:	86940831	
Serial Number:	86940852	BRENTWOOD HOSPITAL
Serial Number:	86943849	BRENTWOOD HOSPITAL
Serial Number:	86936694	THE FOLSOM SIERRA WELLNESS CLINIC FOLSOM
Serial Number:	86936692	A PLACE FOR HELP AND HOPE
Serial Number:	86949917	RESILIENCE BEHAVIORAL HEALTH ST. MARY'S
Serial Number:	86954592	
Serial Number:	87010992	MCALLEN HEART HOSPITAL, DEFINING HEALTHC
Serial Number:	87012949	MILLWOOD HOSPITAL CENTER FOR MENTAL HEAL
Serial Number:	87014800	JACOBS MEDICAL ASSOCIATES
Serial Number:	86956402	WE BELIEVE CHANGE CAN HAPPEN
Serial Number:	86930354	UHS OF DELAWARE, INC.
Serial Number:	86965906	NORTHWEST TEXAS PHYSICIAN GROUP
Serial Number:	87013046	PALMDALE REGIONAL MEDICAL CENTER
Serial Number:	87038391	LA AMISTAD BEHAVIORAL HEALTH SERVICES
Serial Number:	87038407	VALLEY HEALTH HOME CARE

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5094

Email: jnull@stblaw.com

Correspondent Name: Linda Nyberg

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 509335/2405

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 06/03/2016

Total Attachments: 9

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 3, 2016 is made by UHS OF DELAWARE, INC., a Delaware corporation located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406 (the “Obligor”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Collateral Agent (the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of November 15, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Universal Health Services, Inc., a Delaware Corporation (“Borrower”), the several banks and other financial institutions (the “Lenders”) parties thereto, the Administrative Agent and the other agents named therein, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Obligor have executed and delivered a Collateral Agreement, dated as of August 7, 2014 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Obligor and Borrower pledged and granted to the Collateral Agent for the benefit of the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor and Borrower have 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 Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the 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 Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in 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 Lenders to secure payment, performance and observance of the 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 Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders 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 Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Collateral 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 Collateral Agreement, the terms of the Collateral 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

UHS OF DELAWARE, INC.
as Obligor

By: 
Name: Steve Filton
Title: Vice President

JPMORGAN CHASE BANK, N.A.
as Collateral Agent for the Lenders

By: 
Name: Dawn L. Leelan
Title: Executive Director

Schedule A
Trademarks

	Mark	Serial No.	Reg. No.
1.	AIKEN REGIONAL & WE PRESENT LADIES LIFESTYLE SHOW & DESIGN	86783042	N/A
2.	VALLEY CARE CLINICS NEURO-SPINE INSTITUTE & DESIGN	86467909	N/A
3.	CROSSINGS HEALTHCARE SOLUTIONS & DESIGN (Cls. 35, 36 & 37))	86391970	N/A
4.	CROSSINGS HEALTHCARE SOLUTIONS (Cls. 35, 36 & 37)	86391940	N/A
5.	JA AIKEN REGIONAL MEDICAL CENTERS JOINT ACADEMY & DESIGN	86677218	N/A
6.	WELLINGTON REGIONAL MEDICAL CENTER & DESIGN (in color)	86837748	N/A
7.	PEDIATRIC CENTER OF MANATEE MEMORIAL HOSPITAL & DESIGN	86852559	N/A
8.	THE BIRTHPLACE AT SPRING VALLEY HOSPITAL A MEMBER OF THE VALLEY HEALTH SYSTEM & DESIGN	86850872	N/A
9.	CRADLE CORNER & DESIGN	86551855	N/A
10.	HENDERSON HOSPITAL & DESIGN	86598005	N/A
11.	DIABETIC AND METABOLIC INSTITUTE AT SOUTH TEXAS HEALTH SYSTEM	86703819	N/A
12.	NORTHWEST TEXAS PHYSICIAN GROUP	86740867	N/A
13.	STHS PREGNANCY RESOURCE CENTER	86779185	N/A
14.	CRADLE CORNER	86551888	N/A
15.	Design Mark - Physical Therapy Center Lakewood Ranch	86020581	4494612

	Mark	Serial No.	Reg. No.
	Medical Center Design		
16.	Aiken Molecule Design	86498578	4773068
17.	HEALTHY JOURNEY	86443807	4772244
18.	CENTRX & DESIGN (Cl. 35)	86976565	4787520
19.	QUAIL RUN BEHAVIORAL HEALTH	86365712	4801013
20.	QUAIL RUN BEHAVIORAL HEALTH & DESIGN	86366432	4801020
21.	CROSSINGS HEALTHCARE SOLUTIONS (Cl. 42)	86392000	4867986
22.	CROSSINGS HEALTHCARE SOLUTIONS & DESIGN (Cl. 42)	86391993	4867985
23.	CROSSINGS HEALTHCARE SOLUTIONS (Cl. 9)	86391929	4871646
24.	CROSSINGS HEALTHCARE SOLUTIONS & DESIGN (Cl. 9)	86391937	4871647
25.	MY PHP	86747007	4895900
26.	RESTORING HOPE FOR TOMORROW. RECOVERING LIVES TODAY.	86720862	4895871
27.	PEDIATRIC ENDOCRINOLOGY AND DIABETES INSTITUTE (Supplemental Register)	86740857	4896700
28.	Suncoast Behavioral Palm Trees Design	86728881	4895886
29.	HENDERSON HOSPITAL (Supplemental Register)	86829316	4915857
30.	THE JOINT ACADEMY AT AIKEN REGIONAL MEDICAL CENTERS	86513838	4928810
31.	SOUTH TEXAS ADVANCED CARDIAC CARE & DESIGN	86498476	4928758
32.	South Texas Heart Design (volunteer services)	86794661	4936902
33.	MY PHP. & DESIGN	86747018	4941001
34.	STHS ER	86743877	4940969

	Mark	Serial No.	Reg. No.
35.	CHRIS KYLE PATRIOTS HOSPITAL (word mark)	86695468	4940334
36.	CHRIS KYLE PATRIOTS HOSPITAL & DESIGN	86695138	4940305
37.	THE BIRTHPLACE AT ST. MARY'S REGIONAL MEDICAL CENTER (word mark)	86807541	N/A
38.	RESILIENCE BEHAVIORAL HEALTH AT ST. MARY'S REGIONAL MEDICAL CENTER (word mark)	86826095	N/A
39.	DSH	86443818	N/A
40.	AUXILIARY TO SOUTH TEXAS HEALTH SYSTEM & DESIGN (charitable services in Cls. 35 and 36)	86794673	N/A
41.	BUILDING RELATIONSHIPS THAT TOUCH THE HEART	86843724	N/A
42.	EDINBURG CHILDREN'S HOSPITAL, DEFINING HEALTHCARE.	86924103	N/A
43.	EDINBURG REGIONAL MEDICAL CENTER, DEFINING HEALTHCARE.	86924107	N/A
44.	EDINBURG REGIONAL REHAB CENTER, DEFINING HEALTHCARE.	86924109	N/A
45.	GAIN A NEW PERSPECTIVE	86897126	N/A
46.	UHS BEHAVIORAL HEALTH INTEGRATION SOLUTIONS	86843735	N/A
47.	DOCTORS HOSPITAL MOBILE CLINIC & DESIGN	86913404	N/A
48.	BEHAVIORAL HEALTH INTEGRATION SOLUTIONS (Supplemental Register)	86850154	N/A
49.	MILLWOOD HOSPITAL	86910067	N/A
50.	STRONG AT HEART	86829331	N/A
51.	CROSSINGS HEALTHCARE SOLUTIONS & DESIGN (Cl. 41)	86391933	N/A
52.	CROSSINGS HEALTHCARE SOLUTIONS (Cl. 41)	86391979	N/A

	Mark	Serial No.	Reg. No.
53.	MCALLEN MEDICAL CENTER, DEFINING HEALTHCARE.	86924111	N/A
54.	SOUTH TEXAS BEHAVIORAL HEALTH CENTER, DEFINING HEALTHCARE.	86924114	N/A
55.	HERE'S TO HEALTH FROM PROMINENCE HEALTH PLAN	86924118	N/A
56.	Millwood "M" logo	86930348	N/A
57.	WE BELIEVE IN PEOPLE	86930351	N/A
58.	BETHANY BEHAVIORAL HEALTH A UNIT OF CEDAR RIDGE HOSPITAL	86930353	N/A
59.	Brentwood Hospital Tree Design	86940831	N/A
60.	BRENTWOOD HOSPITAL & DESIGN	86940852	N/A
61.	BRENTWOOD HOSPITAL (word mark)	86943849	N/A
62.	THE FOLSOM SIERRA WELLNESS CLINIC FOLSOM, CA AN OUTPATIENT SERVICE OF SIERRA VISTA HOSPITAL & DESIGN	86936694	N/A
63.	A PLACE FOR HELP AND HOPE	86936692	N/A
64.	RESILIENCE BEHAVIORAL HEALTH ST. MARY'S REGIONAL MEDICAL CENTER GAIN A NEW PERSPECTIVE & DESIGN	86949917	N/A
65.	Partial Heart Design in Color	86954592	N/A
66.	MCALLEN HEART HOSPITAL, DEFINING HEALTHCARE.	87010992	N/A
67.	MILLWOOD HOSPITAL CENTER FOR MENTAL HEALTH AND CHEMICAL DEPENDENCY CARE WE BELIEVE IN PEOPLE & DESIGN	87012949	N/A
68.	JACOBS MEDICAL ASSOCIATES & DESIGN	87014800	N/A
69.	WE BELIEVE CHANGE CAN HAPPEN	86956402	N/A

	Mark	Serial No.	Reg. No.
70.	UHS OF DELAWARE, INC. & DESIGN	86930354	N/A
71.	NORTHWEST TEXAS PHYSICIAN GROUP & DESIGN	86965906	N/A
72.	PALMDALE REGIONAL MEDICAL CENTER (Principal Register)	87013046	N/A
73.	LA AMISTAD BEHAVIORAL HEALTH SERVICES & DESIGN	87038391	N/A
74.	VALLEY HEALTH HOME CARE	87038407	N/A