

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HCA - HealthONE LLC		08/26/2016	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 North Tryon Street, 15th Floor, NC1-001-15-02		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87126942	HEALTHONE VIRTUAL NETWORK	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Ken Tan		
SIGNATURE:	/Ken Tan/		
DATE SIGNED:	09/09/2016		
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):

HCA - HealthONE LLC

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 26, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 101 North Tryon Street, 15th Floor, NC1-001-15-02

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

- 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)

See Schedule A

B. Trademark Registration No.(s)

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: Ken Tan, Legal Assistant

Internal Address: _____

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

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08061.0945

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

1

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

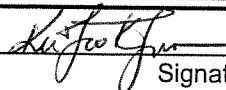
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Ken Tan

9/9/2016

Date

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

TRADEMARK
REEL: 005873 FRAME: 0296

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 26, 2016 is made by HCA-HealthONE LLC, a Colorado limited liability company, located at One Park Plaza, Nashville, TN 37203 (the "Obligor"), in favor of Bank of America, N.A., a national banking association, located at 101 N. Tryon Street, 15th Floor, NC1-001-15-02, Charlotte, NC 28255-0001, as Collateral Agent (in such capacity, the "Collateral Agent") for the benefit of the First Lien Secured Parties (as defined below).

W I T N E S S E T H

WHEREAS, (a) pursuant to the Credit Agreement, dated as of November 17, 2006, (as amended and restated as of May 4, 2011, as further amended and restated on February 26, 2014, as further amended on June 10, 2015, March 18, 2016 and August 15, 2016 and as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement"), by and among HCA Inc., a Delaware corporation (the "Borrower"), the lending institutions or entities from time to time parties thereto (the "Lenders"), and Bank of America, N.A., as Administrative Agent, Collateral Agent, Swingline Lender and Letter of Credit Issuer, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower; and (b) the Borrower may incur Additional First Lien Obligations from time to time to the extent permitted by the Credit Agreement and each Additional First Lien Agreement (any extension of credit to the Grantors as described in clauses (a) or (b), collectively, the "Extensions of Credit");

WHEREAS, in connection with the Credit Agreement, HCA and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of November 17, 2006 and amended and restated as of March 2, 2009, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "First Lien Security Agreement");

WHEREAS, pursuant to the First Lien Security Agreement, HCA and certain of its subsidiaries pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the First Lien Secured Parties a continuing first priority lien and security interest in all Intellectual Property, including the Trademarks, to secure the Obligations under the Credit Agreement and any Additional First Lien Obligations;

WHEREAS, pursuant to a Membership Interest Purchase Agreement dated as of August 2, 2011, HCA Holdings, Inc. purchased The Colorado Health Foundation's remaining ownership interest in the Obligor, thus acquiring the entire ownership interest in the Obligor;

WHEREAS, pursuant to a Supplement No. 2 to the First Lien Security Agreement dated as of October 27, 2011, Obligor agreed to be bound by the terms and conditions of the Credit Agreement and the First Lien Security Agreement, as a Guarantor and a Grantor under such documents;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make loans and other extensions of credit under the Credit Agreement that each Guarantor (including the Obligor) shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the First Lien Secured Parties; and

WHEREAS, the Obligor has 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 and the holders of any Additional First Lien Obligations their respective Extensions of Credit thereunder, the Obligor agrees, for the benefit of the Collateral Agent and the First Lien 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 First Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, 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 First Lien Secured Parties to secure payment, performance and observance of the First Lien 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 First Lien Secured Parties in connection with the First Lien Security Agreement and is expressly subject to the terms and conditions thereof. The First Lien Security Agreement (and all rights and remedies of the First Lien Secured Parties 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 First Lien Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the First Lien Security 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 First Lien Security Agreement, the terms of the First Lien Security 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. Signature pages follow.]

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

HCA-HealthONE LLC

By: 

Name: John M. Franck II

Title: Vice President and Assistant Secretary

BANK OF AMERICA, N.A.
as Collateral Agent for the First Lien Secured Parties

By: Liliana Claar

Name: Liliana Claar

Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

<i>Mark</i>	<i>Class</i>	<i>Serial #</i>	<i>Registration #</i>	<i>Owner/Applicant</i>	<i>Filing Date</i>	<i>Registration Date</i>
HEALTHONE VIRTUAL NETWORK	44	87126942	Application Filed	HCA- HealthONE LLC	8/4/2016	Pending