

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406006

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Primary Health, Inc.		11/18/2016	Corporation: TEXAS
SCRI Holdings, LLC		11/18/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 N. Tryon Street, 15th Floor, NC1-001-15-02		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87136593	CARENOW	
<b>Registration Number:</b>	2781631	CARENOW	
<b>Registration Number:</b>	2504541	CARENOW	
<b>Registration Number:</b>	4178506	PARTICIPATION IN A CLINICAL TRIAL IS THE	
<b>Registration Number:</b>	4500700	SCRI	
<b>Registration Number:</b>	4637897	SCRI DEVELOPMENT INNOVATIONS	
<b>Registration Number:</b>	4637964		
<b>Registration Number:</b>	4854135	ASKSARAH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	Michael Violet		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		

OP \$215.00 87136593

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	11/18/2016
<b>Total Attachments: 6</b> source=HCA Trademark Supplement November 2016 #page1.tif source=HCA Trademark Supplement November 2016 #page2.tif source=HCA Trademark Supplement November 2016 #page3.tif source=HCA Trademark Supplement November 2016 #page4.tif source=HCA Trademark Supplement November 2016 #page5.tif source=HCA Trademark Supplement November 2016 #page6.tif	

### 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):**

- 1. Primary Health, Inc.
- 2. SCRI Holdings, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other 1. Corp.-TX; 2. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) November 18, 2016

- Assignment
- Security Agreement
- Merger
- 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 N. Tryon Street, 15th Floor, NC1-001-15-02

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- 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  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

8

**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

November 18, 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

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 18, 2016 is made by Primary Health, Inc., a Texas corporation, located at One Park Plaza, Nashville, TN 37203 and SCRI Holdings, LLC, a Delaware limited liability company, located at One Park Plaza, Nashville, TN 37203 (each an "Obligor" and collectively, the "Obligors"), in favor of Bank of America, N.A., a national banking association, located at 101 N. Tryon Street, 15<sup>th</sup> 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 Supplement No. 13 to the First Lien Security Agreement dated as of January 9, 2015, the Obligors agreed to be bound by the terms and conditions of the Credit Agreement and the First Lien Security Agreement, as Guarantors and Grantors 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 Obligors) shall have executed and delivered this Agreement to the Collateral Agent for the benefit of the First Lien Secured Parties; and

WHEREAS, the Obligors 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 and the holders of any Additional First Lien Obligations their respective Extensions of Credit thereunder, the Obligors agree, 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 Obligors hereby pledge and grant a continuing security interest in, and a right of setoff against, and agree 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 Obligors' 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 Obligors 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 Obligors do 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.

Primary Health, Inc.

By: 

Name: John M. Franck II

Title: Vice President and Assistant Secretary

SCRI Holdings, 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>Serial #</i>	<i>Registration #</i>	<i>Owner/Applicant</i>	<i>Filing Date</i>	<i>Registration Date</i>
CareNow and Design 	87/136,593	Application Filed	Primary Health, Inc.	8/12/2016	Pending
CareNow and Design 	76/466,873	2,781,631	Primary Health, Inc.	11/14/2002	11/11/2003
CARENOW	76/203,577	2,504,541	Primary Health, Inc.	02/01/2001	11/06/2001
PARTICIPATION IN A CLINICAL TRIAL IS THE FIRST STEP IN FIGHTING CANCER, NOT THE LAST	85/471,476	4,178,506	SCRI Holdings, LLC	11/14/2011	7/24/2014
SCRI and Design 	85/909,396	4,500,700	SCRI Holdings, LLC	4/19/2013	3/25/2014
SCRI DEVELOPMENT INNOVATIONS	85/893,345	4,637,897	SCRI Holdings, LLC	4/2/2013	11/11/2014
[Design Only] 	85/945,731	4,637,964	SCRI Holdings, LLC	5/29/2013	11/11/2014
ASKSARAH	86/473,797	4,854,135	SCRI Holdings, LLC	12/8/2014	11/17/2015