

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QHCCS, LLC		12/28/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4260907	CLEARVIEW REGIONAL	
Serial Number:	86805815	Q QUORUM HEALTH CORPORATION	
Serial Number:	86805798	Q QUORUM HEALTH CORPORATION	
Serial Number:	86805790	QUORUM	
Serial Number:	87022253	HEALTH RECORD HOME	
Serial Number:	87023788	QUORUM HEALTH	
Serial Number:	87022849	QHC	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F167545		

OP \$190.00 4260907

NAME OF SUBMITTER:	Rachel Klein
SIGNATURE:	/Rachel Klein/
DATE SIGNED:	01/03/2017
Total Attachments: 5 source=QHC_QHCCS, LLC - TM Security Agreement_ 2016 [Final Version]_flat#page2.tif source=QHC_QHCCS, LLC - TM Security Agreement_ 2016 [Final Version]_flat#page3.tif source=QHC_QHCCS, LLC - TM Security Agreement_ 2016 [Final Version]_flat#page4.tif source=QHC_QHCCS, LLC - TM Security Agreement_ 2016 [Final Version]_flat#page5.tif source=QHC_QHCCS, LLC - TM Security Agreement_ 2016 [Final Version]_flat#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of December 28, 2016 (this "**Agreement**"), among QHCCS, LLC, a Delaware limited liability company (the "**Grantor**") and CREDIT SUISSE AG, CAYMAN ISLANDS 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 April 29, 2016 (as further amended, restated, supplemented or otherwise modified from time to time, the "**Term Loan Credit Agreement**"), among the Borrower, the lenders from time to time party thereto (each, a "**Lender**" and collectively, the "**Lenders**") and Credit Suisse AG, Cayman Islands 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 Term Loan Credit Agreement. The obligations of the Secured Parties to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Term Loan 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 Term Loan 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, the 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. The 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.

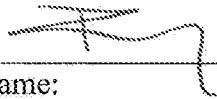
SECTION 5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[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.

QHCCS, LLC, as a Grantor,

by:



Name:

Title:

*Hal McCard
Sr. VP and Assistant Secretary*

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as Collateral Agent,

by:

Name:

Title:

by:

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005957 FRAME: 0459

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

QHCCS, LLC, as a Grantor,

by:

Name:

Title:

CREDIT SUISSE AG, CAYMAN ISLANDS/BRANCH as Collateral Agent,

by: 

Name: Robert Hetu

Title: Authorized Signatory

by: 

Name: Warren Van Heyst

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

{363 (822)}

TRADEMARK
REEL: 005957 FRAME: 0460



Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
QHCCS, LLC	CLEARVIEW REGIONAL	December 18, 2012	4,260,907

U.S. Trademark Applications

<u>Applicant</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
QHCCS, LLC		October 31, 2015	86805815
QHCCS, LLC		October 31, 2015	86805798
QHCCS, LLC	QUORUM	October 31, 2015	86805790
QHCCS, LLC	HEALTH RECORD HOME	May 3, 2016	87022253
QHCCS, LLC	QUORUM HEALTH	May 3, 2016	87023788
QHCCS, LLC	QHC	May 3, 2016	87022849