

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM419944

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHS/COMMUNITY HEALTH SYSTEMS, INC.		03/16/2017	Corporation: DELAWARE
TRIAD HEALTHCARE, LLC		03/16/2017	Limited Liability Company: DELAWARE
CHS WASHINGTON HOLDINGS, LLC		03/16/2017	Limited Liability Company: DELAWARE
YOUNGSTOWN OHIO HOSPITAL COMPANY, LLC		03/16/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, as Collateral Agent		
<b>Street Address:</b>	11 MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2775950	GATEWAY MEDICAL CENTER	
<b>Registration Number:</b>	3166943	LUTHERAN SLEEP DISORDERS CENTER	
<b>Registration Number:</b>	3167543		
<b>Registration Number:</b>	3179375	ST. JOSEPH BEHAVIORAL HEALTH	
<b>Registration Number:</b>	3111485	REHABILITATION HOSPITAL OF FORT WAYNE	
<b>Registration Number:</b>	3144410	LUTHERAN HOSPITAL OF INDIANA	
<b>Registration Number:</b>	3131393	LUTHERAN HEART PAVILION	
<b>Registration Number:</b>	3156408	LUTHERAN HEART CENTER	
<b>Registration Number:</b>	3185051	LUTHERAN HEALTH NETWORK	
<b>Registration Number:</b>	3144409	LUTHERAN CHILDREN'S HOSPITAL	
<b>Registration Number:</b>	3037881	REDIMED	
<b>Registration Number:</b>	3285337		
<b>Registration Number:</b>	3444757		
<b>Registration Number:</b>	1787250	ROCKWOOD CLINIC	
<b>TRADEMARK</b>			

OP \$440.00 2775950

Property Type	Number	Word Mark
Registration Number:	4212886	ROCKWOOD HEALTH SYSTEM
Registration Number:	1662085	
Registration Number:	2194834	TMH

#### CORRESPONDENCE DATA

**Fax Number:** 8004947512

*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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Darlena Bari Stark

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F169038
<b>NAME OF SUBMITTER:</b>	RACHEL KLEIN
<b>SIGNATURE:</b>	/RACHEL KLEIN/
<b>DATE SIGNED:</b>	03/16/2017

#### Total Attachments: 8

source=CHS - Trademark Security Agreement (EXECUTED)\_flat#page3.tif  
source=CHS - Trademark Security Agreement (EXECUTED)\_flat#page4.tif  
source=CHS - Trademark Security Agreement (EXECUTED)\_flat#page5.tif  
source=CHS - Trademark Security Agreement (EXECUTED)\_flat#page6.tif  
source=CHS - Trademark Security Agreement (EXECUTED)\_flat#page7.tif  
source=CHS - Trademark Security Agreement (EXECUTED)\_flat#page8.tif  
source=CHS - Trademark Security Agreement (EXECUTED)\_flat#page9.tif  
source=CHS - Trademark Security Agreement (EXECUTED)\_flat#page10.tif

TRADEMARK SECURITY AGREEMENT dated as of March 16, 2017 (this “**Agreement**”), among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation, together with the other entities listed on the signature pages hereof (each a “**Grantor**”, and collectively, the “**Grantors**”) and CREDIT SUISSE AG, as Collateral Agent (the “**Collateral Agent**”).

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010, and as further amended as of August 17, 2012 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among CHS/Community Health Systems, Inc., a Delaware corporation (the “**Borrower**”), Community Health Systems, Inc., a Delaware corporation (the “**Parent**”), the Subsidiaries from time to time party thereto and the Collateral Agent, (b) the Third Amended and Restated Credit Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010, February 2, 2012 and January 27, 2014, and as further amended as of March 9, 2015, May 18, 2015 and December 5, 2016 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the lenders from time to time party thereto (the “**Lenders**”) and Credit Suisse AG, as administrative agent and Collateral Agent and (c) the indenture dated as of March 16, 2017 (the “**Base Indenture**”), among the Company, the guarantors party thereto, the Collateral Agent and Regions Bank, as indenture trustee, as supplemented by the supplemental indenture dated March 16, 2017 (the “**Supplemental Indenture**”, and together with the Base Indenture, the “**Indenture**”), together with the global notes evidencing the securities issued thereunder on March 16, 2017 and the guarantees thereon. The Secured Parties have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Indenture. The obligations of the Secured Parties 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 Indenture and are willing to execute and deliver this Agreement in order to induce the Secured Parties 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 Credit Agreement, Security Agreement or the Indenture, 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 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**”);

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

(c) all assets, rights and interests that uniquely reflect or embody 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, to the extent that the grant of a security interest in any such Trademark application would adversely affect the validity or enforceability or result in cancelation or voiding of such Trademark application.

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.

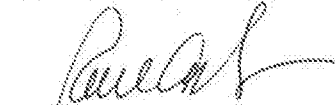
SECTION 5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[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.

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

by



Name: Rachel A. Seifert

Title: Executive Vice President, Secretary  
and General Counsel

TRIAD HEALTHCARE, LLC

CHS WASHINGTON HOLDINGS, LLC

YOUNGSTOWN OHIO HOSPITAL COMPANY,  
LLC

by



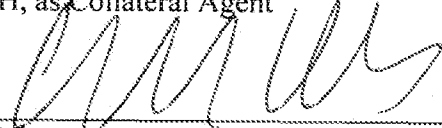
Name: Rachel A. Seifert

Title: Executive Vice President &  
Secretary

Acting on behalf of each of the Grantors  
set forth above

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

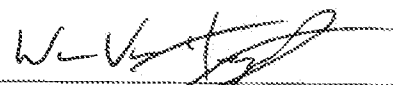
by



Name: Robert Hetu

Title: Authorized Signatory

by



Name: Warren Van Heyst

Title: Authorized Signatory

*[Signature Page to Trademark Security Agreement]*

{{3640219}}

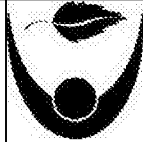
**TRADEMARK**  
**REEL: 006012 FRAME: 0739**

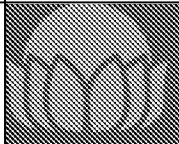

Schedule I

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

TRADEMARKS OWNED BY  
TRIAD HEALTHCARE, LLC

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Classes</u>	<u>Logo/Mark</u>	<u>Comments</u>
GATEWAY MEDICAL CENTER	Triad Healthcare, LLC	75678727	2,775,950	42	GATEWAY MEDICAL CENTER	
LUTHERAN SLEEP DISORDERS CENTER	Triad Healthcare, LLC	78678421	3,166,943	44	LUTHERAN SLEEP DISORDERS CENTER	
<i>Design only</i>	Triad Healthcare, LLC	78582928	3,167,543	41, 44, 45		
ST. JOSEPH BEHAVIORAL HEALTH	Triad Healthcare, LLC	78567726	3,179,375	44	ST. JOSEPH BEHAVIORAL HEALTH	
REHABILITATION HOSPITAL OF FORT WAYNE	Triad Healthcare, LLC	78567680	3,111,485	44	REHABILITATION HOSPITAL OF FORT WAYNE	
LUTHERAN HOSPITAL OF INDIANA	Triad Healthcare, LLC	78567668	3,144,410	44	LUTHERAN HOSPITAL OF INDIANA	
LUTHERAN HEART PAVILION	Triad Healthcare, LLC	78567661	3,131,393	44	LUTHERAN HEART PAVILION	
LUTHERAN HEART CENTER	Triad Healthcare, LLC	78567652	3,156,408	44	LUTHERAN HEART CENTER	

LUTHERAN HEALTH NETWORK	Triad Healthcare, LLC	78567642	3,185,051	44	LUTHERAN HEALTH NETWORK	
LUTHERAN CHILDREN'S HOSPITAL	Triad Healthcare, LLC	78567635	3,144,409	44	LUTHERAN CHILDREN'S HOSPITAL	
REDIMED	Triad Healthcare, LLC	78499666	3,037,881	44	REDIMED	
<i>Design only</i>	Triad Healthcare, LLC	77071364	3,285,337	44		
<i>Design only</i>	Triad Healthcare, LLC	77299147	3,444,757	44		

*U.S. Trademark Applications*

<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>App. Date</u>	<u>App. No.</u>
-------------------------	------------------	------------------	-----------------

NONE

*State Trademark Registrations*

<u>State</u>	<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
--------------	-------------------------	------------------	------------------	-----------------

NONE

*Trade Names*

<u>Country(s) Where Used</u>	<u>Trade Names</u>
------------------------------	--------------------

NONE



## **TRADEMARK REGISTRATIONS AND APPLICATIONS**

### TRADEMARKS OWNED BY CHS WASHINGTON HOLDINGS, LLC

#### *U.S. Trademark Registrations*

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Classes</u>	<u>Logo/Mark</u>	<u>Comments</u>
ROCKWOOD CLINIC	CHS Washington Holdings, LLC	74342554	1,787,250	42	ROCKWOOD CLINIC	
ROCKWOOD HEALTH SYSTEM	CHS Washington Holdings, LLC	85462774	4,212,886	44	ROCKWOOD HEALTH SYSTEM	

#### *U.S. Trademark Applications*

<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>App. Date</u>	<u>App. No.</u>
-------------------------	------------------	------------------	-----------------

NONE

#### *State Trademark Registrations*

<u>State</u>	<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
--------------	-------------------------	------------------	------------------	-----------------

NONE

#### *Trade Names*


<u>Country(s) Where Used</u>	<u>Trade Names</u>
------------------------------	--------------------

NONE

## **TRADEMARK REGISTRATIONS AND APPLICATIONS**

### TRADEMARKS OWNED BY YOUNGSTOWN OHIO HOSPITAL COMPANY, LLC

#### *U.S. Trademark Registrations*

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Classes</u>	<u>Logo/Mark</u>	<u>Comments</u>
Design only	Youngstown Ohio Hospital Company, LLC	74100102	1,662,085	42		
TMH	Youngstown Ohio Hospital Company, LLC	75247876	2,194,834	42	LUTHERAN SLEEP DISORDERS CENTER	

#### *U.S. Trademark Applications*

<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>App. Date</u>	<u>App. No.</u>
-------------------------	------------------	------------------	-----------------

NONE

#### *State Trademark Registrations*

<u>State</u>	<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
--------------	-------------------------	------------------	------------------	-----------------

NONE

#### *Trade Names*

<u>Country(s) Where Used</u>	<u>Trade Names</u>
------------------------------	--------------------

NONE

22496060.1

[[3640219]]