

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440980

<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>
HCA-HealthONE LLC		08/28/2017	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 N. Tryon Street		
<b>Internal Address:</b>	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>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87414121	HEALTHONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>	(212) 455-3222		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Alexander Raytman		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	041375/0012		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	08/28/2017		
<b>Total Attachments: 5</b>			
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 28, 2017 is made by HCA-HealthONE LLC, a Colorado limited liability company, located at One Park Plaza, Nashville, TN 37203 and The Outsource Group, Inc., a Missouri corporation, 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 and June 28, 2017, as further amended or supplemented on June 10, 2015, March 18, 2016 and August 15, 2016, February 15, 2017 and March 20, 2017 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 Supplements No. 2 and No. 15 to the First Lien Security Agreement dated respectively as of October 27, 2011 and as of January 10, 2017, the Obligors 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 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 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 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.

HCA-HealthONE LLC

By:   
Name: John M. Franck II  
Title: Vice President and Assistant Secretary

The Outsource Group, Inc.

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>Owner/Applicant</i>	<i>Filing Date</i>
HEALTHONE	44	87414121	HCA-HealthONE LLC	4/17/2017
SELF-PAY SPECTRUM	35	87405705	The Outsource Group, Inc.	4/10/2017