TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445097

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADE SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IASIS Management Company		09/29/2017	Corporation: DELAWARE
IASIS Healthcare Corporation		09/29/2017	Corporation: DELAWARE
Steward Health Care System LLC		09/29/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3078850	WUESTHOFF HEALTH SYSTEM
Registration Number:	3078851	WUESTHOFF HEALTH SYSTEM
Registration Number:	1662085	
Registration Number:	2194834	TMH
Registration Number:	2384034	IASIS HEALTHCARE
Registration Number:	2384093	IASIS HEALTHCARE
Registration Number:	4306148	HEALTH CHOICE UTAH
Registration Number:	4552206	TRANSITIONS OUTPATIENT BEHAVIORAL HEALTH
Registration Number:	4051018	HOSPITAL MEDICAL MANAGEMENT AND QUALITY
Registration Number:	4099906	HMMQP
Registration Number:	4068184	IASIS CENTER FOR THE ADVANCEMENT OF RESE
Registration Number:	4139688	I-CARE
Registration Number:	4032605	TRIPLEVIEW
Registration Number:	4139780	I-CARE IASIS CENTER FOR THE ADVANCEMENT
Registration Number:	4983713	HEALTH CHOICE MANAGED CARE SOLUTIONS
Serial Number:	86873182	HEALTH CHOICE LOUISIANA
Serial Number:	86823577	HEALTH CHOICE TEXAS

CH $490.00 3078850

Property Type	Number	Word Mark
Serial Number:	86420821	HEALTH CHOICE FLORIDA
Serial Number:	86206397	IASIS INTEGRATED CARE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8477

Email: juan.arias@weil.com

Correspondent Name: Gina B. Lawrence

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Gina Lawrence 35899.0568
NAME OF SUBMITTER:	Gina B. Lawrence
SIGNATURE:	/Gina B. Lawrence/
DATE SIGNED:	09/29/2017

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Agreement") is entered into as of September 29, 2017, among IASIS Management Company, a Delaware corporation with offices located at 117 Seaboard Lane, Building. E, Franklin, TN 37067, IASIS Healthcare Corporation, a Delaware corporation with offices located at 117 Seaboard Lane, Building. E, Franklin, TN 37067 and Steward Health Care System LLC, a Delaware limited liability company with offices located at 111 Huntington Ave., Suite 1800, Boston, MA 02199 (each a "Grantor", and collectively, the "Grantors"), and CITIBANK, N.A., a national banking association with offices located at 388 Greenwich Street, New York, New York 10013, in its capacity as Administrative Agent (as defined in the Security Agreement referenced below) (in such capacity, the "Grantee").

WHEREAS, the Grantors, the Grantee, and the Lenders have entered into a Credit Agreement dated as of June 20, 2011 (as may be amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors and the Grantee have entered into a Pledge and Security Agreement dated as of June 20, 2011 (as may be amended or modified from time to time, the "Security Agreement"), in order to induce the Lenders to enter into and extend credit to the Borrowers and to secure the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Grantee, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located to secure the prompt and complete payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest. Each Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Lenders, a security interest in all of its right, title and interest in, to and under the following Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance of the Secured Obligations:

(a) (1) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those set forth on Schedule I hereto; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue

for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (5) all rights corresponding to any of the foregoing throughout the world (collectively the "Trademarks"); and

(b) (1) any and all licensing agreements or similar arrangements in and to its Trademarks, (2) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation damages and payments for past and future breaches thereof, and (3) all rights to sue for past, present and future breaches thereof.

Notwithstanding anything to contrary, the security interest granted hereunder shall not attach to, and the term "Trademark Collateral" shall not include any "intent to use" trademark applications for which a statement of use has not been filed with the U.S. Patent and Trademark Office but only to the extent that the grant of security interest and Lien would invalidate such trademark applications.

3) Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the Grantee shall determine, in its discretion, which terms shall control.

4) Term. The term of this Agreement is coterminous with the term of the Security Agreement.

5) **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS**.

6) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, each Grantor has executed this Agreement effective as of the date first written above.

IASIS MANAGEMENT COMPANY

By:_____
Name: Joseph C. Maher, Jr., Esq.
Title: Secretary

IASIS HEALTHCARE CORPORATION

By:_____
Name: Joseph C. Maher, Jr., Esq.
Title: Secretary

IN WITNESS WHEREOF, each Grantor has executed this Agreement effective as of the date first written above.

STEWARD HEALTH CARE SYSTEM LLC

By:_____
Name: Mark Rich
Title: Treasurer

Signature Page to
Trademark Security Agreement

STATE OF Massachusetts
Suffolk COUNTY)

On September 29, 2017, before me, Michele Schulz, Notary Public, personally appeared Joseph C. Maher, Jr. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

Michele Schulz

Notary Public, State of Massachusetts

My Commission Expires: July 19 2024

MICHELE SCHULZ
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 19, 2024

Signature Page to
Trademark Security Agreement

CITIBANK, N.A.

By: _____
Name: Christopher Marino
Title: Vice President & Director

Signature Page to
Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

SCHEDULE I

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
HMA CAT, LLC[1]	WUESTHOFF HEALTH SYSTEM Hospital and health care services, namely, preventive, diagnostic, therapeutic and surgical services, obstetric and gynecology services, home health care services, mental health care services, and physical rehabilitation services, Class 44	4/11/2006	3,078,850
HMA CAT, LLC[2]	WUESTHOFF HEALTH SYSTEM and Design Wuesthoff HEALTH SYSTEM Hospital and health care services, namely,	4/11/2006	3,078,851

[1] Assignment to be made to Steward Healthcare System LLC.
[2] Assignment to be made to Steward Healthcare System LLC.

TRADEMARK
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	preventive, diagnostic, therapeutic and surgical services, obstetric and gynecology services, home health care services, mental health care services, and physical rehabilitation services, Class 44		
Youngstown Ohio Hospital Company, LLC[3] Community Health Systems, Inc.	Des. PATIENT MOVING FROM WHEELCHAIR Cl. 42 Rehabilitation services for drug and alcohol addicted patients and physical therapy services	10/22/1991	1,662,085
Youngstown Ohio Hospital Company, LLC[4] Community Health Systems, Inc.	TMH Cl. 42 Hospitals	10/13/1998	2,194,834
IASIS Management Company	IASIS HEALTHCARE	9/5/2000	2,384,034

[3] Assignment to be made to Steward Healthcare System LLC.
[4]. Assignment to be made to Steward Healthcare System LLC.

TRADEMARK
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	IASIS HEALTHCARE	9/5/2000	2,384,093
IASIS Healthcare Corporation	Health Choice Utah	3/19/2013	4,306,148
	TRANSITIONS OUTPATIENT BEHAVIORAL HEALTH	6/17/2014	4,552,206
	HOSPITAL MEDICAL MANAGEMENT AND QUALITY PROGRAM	11/1/2011	4,051,018
	HMMQP	2/14/2012	4,099,906
	IASIS CENTER FOR THE ADVANCEMENT OF RESEARCH AND EDUCATION	12/6/2011	4,068,184
	I-CARE	5/8/2012	4,139,688
	TRIPLEVIEW	9/27/2011	4,032,605
	I-CARE IASIS CENTER FOR THE ADVANCEMENT OF RESEARCH AND EDUCATION & Design I-CARE IASIS CENTER FOR THE ADVANCEMENT OF RESEARCH AND EDUCATION	5/8/2012	4,139,780

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	HEALTH CHOICE MANAGED CARE SOLUTIONS	6/21/2016	4,983,713

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
IASIS Management Company	**HEALTH CHOICE LOUISIANA**	1/12/2016	86/873,182
	HEALTH CHOICE TEXAS	11/17/2015	86/823,577
	HEALTH CHOICE FLORIDA	10/10/2014	86/420,821
	IASIS INTEGRATED CARE SOLUTIONS	2/27/2014	86/206,397

RECORDED: 09/29/2017
TRADEMARK
REEL: 006164 FRAME: 0843