

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Community Health Systems, Inc.		04/03/2018	Corporation: DELAWARE
CHS/Community Health Systems, Inc.		04/03/2018	Corporation: DELAWARE
Triad Healthcare, LLC		04/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87614571	CHSGA INNOVATING · NAVIGATING · ALIGNING ·	
Serial Number:	87614601		
Serial Number:	87614530	CHSGA	
Registration Number:	5033432	COMMUNITY HEALTH SERVICES OF GEORGIA	
Registration Number:	1988032	CHS	
Registration Number:	2775950	GATEWAY MEDICAL CENTER	
Registration Number:	3285337		
Registration Number:	3444757		
Registration Number:	3037881	REDIMED	
Registration Number:	3144409	LUTHERAN CHILDREN'S HOSPITAL	
Registration Number:	3185051	LUTHERAN HEALTH NETWORK	
Registration Number:	3156408	LUTHERAN HEART CENTER	
Registration Number:	3131393	LUTHERAN HEART PAVILION	
Registration Number:	3144410	LUTHERAN HOSPITAL OF INDIANA	
Registration Number:	3111485	REHABILITATION HOSPITAL OF FORT WAYNE	

OP \$465.00 87614571

Property Type	Number	Word Mark
Registration Number:	3179375	ST. JOSEPH BEHAVIORAL HEALTH
Registration Number:	3167543	
Registration Number:	3166943	LUTHERAN SLEEP DISORDERS CENTER

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@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F176342
NAME OF SUBMITTER:	Rachel Klein
SIGNATURE:	/Rachel Klein/
DATE SIGNED:	04/03/2018

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT dated as of April 3, 2018 (this “Agreement”), among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the “Borrower”), the subsidiaries of the Borrower from time to time party hereto (together with the Borrower, each a “Grantor”, and collectively, the “Grantors”) and JPMORGAN CHASE BANK, N.A. (“JPMorgan”), as administrative agent and collateral agent (in such capacities, “Agent”).

Reference is made to (a) the ABL Credit Agreement dated as of April 3, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Community Health Systems, Inc., a Delaware corporation (“Parent”), the Lenders from time to time party thereto and JPMorgan, as Agent, and (b) the Guarantee and Collateral Agreement dated as of April 3, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, Parent, the other Subsidiaries from time to time party thereto and JPMorgan, as collateral agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

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 Collateral Agreement did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a)(i) 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, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith,

including registrations and applications for registration (other than intent-to-use applications) in the United States Patent and Trademark Office (or any successor 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, (ii) all goodwill associated therewith or symbolized thereby, and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill; and

(b) all exclusive Trademark Licenses under which any Grantor is a licensee, including those listed on Schedule I.

SECTION 3. Collateral Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

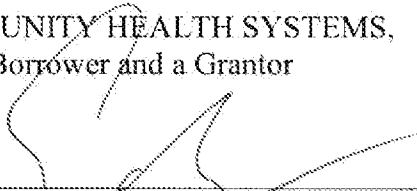
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

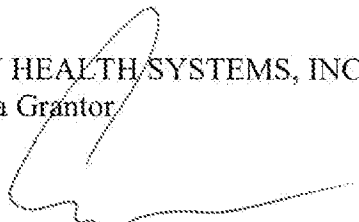
CHS/COMMUNITY HEALTH SYSTEMS, INC., as the Borrower and a Grantor

By:


Name: Edward W. Lomicka
Title: Vice President and Treasurer

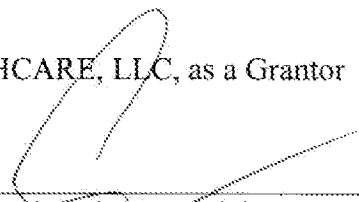
COMMUNITY HEALTH SYSTEMS, INC., as the Parent and a Grantor

By:


Name: Edward W. Lomicka
Title: Vice President and Treasurer


TRIAD HEALTHCARE, LLC, as a Grantor

By:


Name: Edward W. Lomicka
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A., as
Agent

By:


Name: Joseph M. McShane
Title: Vice President

[Signature Page to Trademark Security Agreement]

[[3705378]]

TRADEMARK
REEL: 006356 FRAME: 0981

SCHEDULE I

Trademarks/Trade Names Owned by Grantors

U.S. Trademark Applications/Registrations

	Registered Owner	Mark	Application/Registration Number
1.	Community Health Systems, Inc.	CHSGA INNOVATING · NAVIGATING · ALIGNING · HEALTHCARE	87/614571
2.	Community Health Systems, Inc.	DESIGN ONLY	87/614601
3.	Community Health Systems, Inc.	CHSGA	87/614530
4.	Community Health Systems, Inc.	COMMUNITY HEALTH SERVICES OF GEORGIA	5033432
5.	CHS/Community Health Systems, Inc.	CHS & design	1988032
6.	Triad Healthcare, LLC	GATEWAY MEDICAL CENTER	2775950
7.	Triad Healthcare, LLC	DESIGN ONLY	3285337
8.	Triad Healthcare, LLC	DESIGN ONLY	3444757
9.	Triad Healthcare, LLC	REDIMED	3037881
10.	Triad Healthcare, LLC	LUTHERAN CHILDREN'S HOSPITAL	3144409
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12.	Triad Healthcare, LLC	LUTHERAN HEART CENTER	3156408
13.	Triad Healthcare, LLC	LUTHERAN HEART PAVILION	3131393
14.	Triad Healthcare, LLC	LUTHERAN HOSPITAL OF INDIANA	3144410
15.	Triad Healthcare, LLC	REHABILITATION HOSPITAL OF FORT WAYNE	3111485
16.	Triad Healthcare, LLC	ST. JOSEPH BEHAVIORAL HEALTH	3179375
17.	Triad Healthcare, LLC	DESIGN ONLY	3167543
18.	Triad Healthcare, LLC	LUTHERAN SLEEP DISORDERS CENTER	3166943