

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479081

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHS/COMMUNITY HEALTH SYSTEMS, INC.		06/22/2018	Corporation: DELAWARE
TRIAD HEALTHCARE, LLC		06/22/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	REGIONS BANK, as Junior-Priority Collateral Agent
Street Address:	1180 WEST PEACHTREE STREET, SUITE 1200
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 14

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

CORRESPONDENCE DATA

Fax Number: 8004947512

TRADEMARK

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: Melony Sot
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:	F177731 CHS
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NAME OF SUBMITTER:	Rachel Klein
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SIGNATURE:	/Rachel Klein/
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DATE SIGNED:	06/22/2018
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT dated as of June 22, 2018 (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 REGIONS BANK, as Junior-Priority Collateral Agent (the “*Junior-Priority Collateral Agent*”).

Reference is made to (a) the Junior-Priority Collateral Agreement dated as of June 22, 2018 (as further amended, restated, supplemented or otherwise modified from time to time, the “*Junior-Priority Collateral Agreement*”), among CHS/Community Health Systems, Inc., a Delaware corporation (the “*Company*”), Community Health Systems, Inc., a Delaware corporation (the “*Parent*”), the Subsidiaries from time to time party thereto and the Junior-Priority Collateral Agent, (b) that certain indenture, dated as of June 22, 2018, governing the Company’s Junior-Priority Senior Secured Notes due 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*2023 Notes Indenture*”), among the Company, each Guarantor party thereto and Regions Bank, an Alabama banking corporation, as trustee and as the Junior-Priority Collateral Agent, together with the global notes evidencing the securities issued thereunder on June 22, 2018 and the guarantees thereon, and (c) that certain indenture, dated as of June 22, 2018, governing the Company’s 8.125% Junior-Priority Senior Secured Notes due 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “*2024 Notes Indenture*” and, together with the 2023 Indenture, the “*Indentures*”), among the Company, each Guarantor party thereto and Regions Bank, an Alabama banking corporation, as trustee and as the Junior-Priority Collateral Agent, together with the global notes evidencing the securities issued thereunder on June 22, 2018 and the guarantees thereon. The Secured Parties have agreed to extend credit to the Company subject to the terms and conditions set forth in the Indentures. 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 Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Indentures 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 Junior-Priority Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Junior-Priority Collateral 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 Junior-Priority Obligations, each Grantor, pursuant to the Junior-Priority Collateral Agreement, did and hereby does grant to the Junior-Priority 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, 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, 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 (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. Junior-Priority Collateral Agreement. The security interests granted to the Junior-Priority Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Junior-Priority Collateral Agent pursuant to the Junior-Priority Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Junior-Priority Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Junior-Priority 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 Junior-Priority Collateral Agreement, the terms of the Junior-Priority Collateral 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.

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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.

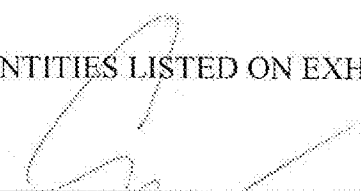
By: 

Name: Edward W. Lomicka

Title: Vice President and Treasurer

THOSE ENTITIES LISTED ON EXHIBIT A

By:



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

Acting on behalf of each of the Grantors on
Exhibit A

REGIONS BANK, as Junior-Priority Collateral Agent

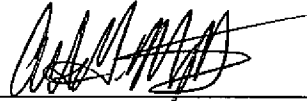
by



Name: Kristine Prall

Title: Vice President

by



Name: Arthur G. Mosley, II

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006362 FRAME: 0204

Exhibit A

1. Triad Healthcare, LLC

Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS OWNED BY CHS/COMMUNITY HEALTH SYSTEMS, INC.

U.S. Trademark Registrations

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>
CHS & design	CHS/ Community Health Systems, Inc.	1988032

TRADEMARK OWNED BY TRIAD HEALTHCARE, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>
GATEWAY MEDICAL CENTER	Triad Healthcare, LLC	2775950
DESIGN ONLY	Triad Healthcare, LLC	3285337
DESIGN ONLY	Triad Healthcare, LLC	3444757
REDIMED	Triad Healthcare, LLC	3037881
LUTHERAN CHILDREN'S HOSPITAL	Triad Healthcare, LLC	3144409
LUTHERAN HEALTH NETWORK	Triad Healthcare, LLC	3185051
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