

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		12/28/2018	banking corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	HCA-HealthONE LLC		
Street Address:	One Park Plaza		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	1307559	HEALTH ONE	
Registration Number:	1455788	SWEDISH MEDICAL CENTER	
Registration Number:	2194859	INSTITUTE FOR LIMB PRESERVATION	
Registration Number:	2194860	INSTITUTE FOR LIMB PRESERVATION	
Registration Number:	2334897	HEALTH ONE	
Registration Number:	2439860	HEALTH ONE	
Registration Number:	2580192	LEADING HOSPITALS. TRUSTED CARE.	
Registration Number:	2605394	1-877-LYFEGUARD	
Registration Number:	2838970	SKY RIDGE MEDICAL CENTER	
Registration Number:	2878022	THE LIMB PRESERVATION FOUNDATION	
Registration Number:	2904672	1-877-HEALTHONE	
Registration Number:	3270469	THE DENVER CLINIC FOR EXTREMITIES AT RIS	
Registration Number:	3277239	SAVING LIMBS AND LIVES EVERY DAY	
Registration Number:	3297522	THE DENVER CLINIC FOR EXTREMITIES AT RIS	
Registration Number:	3304448		
Registration Number:	3328072	ROCKY MOUNTAIN HOSPITAL FOR CHILDREN	
Registration Number:	3334901	X	
Registration Number:	3425872	ROCKY MOUNTAIN BLOOD AND MARROW TRANSPLA	
Registration Number:	3494843	THE LIMB PRESERVATION FOUNDATION	
TRADEMARK			

OP \$740.00 1307559

Property Type	Number	Word Mark
Registration Number:	3617397	HEALTHONE
Registration Number:	3620820	HEALTHONE
Registration Number:	3653467	SKY RIDGE MEDICAL CENTER BEYOND YOUR EXP
Registration Number:	3766530	CARDIAC ALERT
Registration Number:	3777624	
Registration Number:	3843393	ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDAT
Registration Number:	3905078	HEALTHONE EMERGENCY CARE
Registration Number:	3905079	HEALTHONE EXPRESS CARE
Registration Number:	3930212	ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDAT
Registration Number:	3955426	

CORRESPONDENCE DATA

Fax Number: 3035714321

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: 3035714000

Email: denverteas@kilpatricktownsend.com

Correspondent Name: Thomas D. Franklin

Address Line 1: 1400 Wewatta Street, Suite 600

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	1030020
NAME OF SUBMITTER:	Thomas D. Franklin
SIGNATURE:	/Thomas D. Franklin/
DATE SIGNED:	12/28/2018

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of December 28, 2018 (the "Effective Date"), is made by The Bank of New York Mellon, a New York banking corporation, located at 101 Barclay Street, New York, NY 10286 in its capacity as Collateral Agent (the "Agent"), in favor of HCA-HealthONE LLC, a Colorado limited liability company, located at One Park Plaza, Nashville, TN 37203 (the "Grantor").

WHEREAS, pursuant to the terms, conditions and provisions of an Indenture dated as of February 19, 2009 by and among HCA, Inc. ("HCA"), the Guarantors listed on the signature pages thereto, The Bank of New York Mellon Trust Company, N.A., a national banking association, as Trustee, and the Agent (the "Indenture"), HCA issued \$310,000,000 aggregate principal amount of its 9 7/8% Senior Secured Notes due 2017 (the "Notes");

WHEREAS, in connection with the Notes and certain related agreements, including the Security Agreement, dated as of November 17, 2006, in favor of the Agent, the Grantor executed and delivered a Trademark Security Agreement, effective as of October 27, 2011 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 1, 2011 at Reel/Frame 4652/0768;

WHEREAS, the Notes were fully redeemed and the Indenture satisfied and discharged in March of 2013;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release of Collateral. The Agent, without recourse and without representation or warranty of any kind, hereby absolutely, unconditionally and irrevocably releases, forever discharges, terminates and cancels all of its security interest in and to the Trademarks, including those trademark registrations set forth in Schedule A attached hereto, together with all of the goodwill associated therewith (the "Released Trademark Collateral"), and any other rights granted under the Trademark Security Agreement. This Release shall be binding upon the Agent's representative, successors, assigns and transferees.
3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate

the purposes of this Release. The parties hereto authorize and request the Director of Patents and
~~Trademarks of the United States of America to record this Release against the Released Trademark~~
Collateral.

5. Governing Law. This Release shall be governed exclusively under the laws of New York,
without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly
authorized representative as of the Effective Date:

AGENT, acting in its capacity as agent for the
Secured Parties

By: 

Name: GERALDINE CRESWELL

Title: VICE PRESIDENT

GRANTOR:

By: _____

Name:

Title:

the purposes of this Release. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Released Trademark Collateral.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

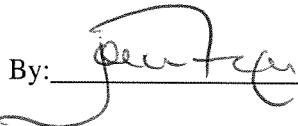
AGENT, acting in its capacity as agent for the Secured Parties

By: _____

Name:

Title:

GRANTOR:

By:  _____

Name: John M. Franck II

Title: Vice President and Assistant Secretary

Schedule A

Released Trademark Collateral

TRADEMARK	REG. NO.
HEALTH ONE	1,307,559
SWEDISH MEDICAL CENTER	1,455,788
INSTITUTE FOR LIMB PRESERVATION	2,194,859
INSTITUTE FOR LIMB PRESERVATION & Design	2,194,860
HEALTH ONE & Design	2,334,897
HEALTH ONE & Design	2,439,860
LEADING HOSPITALS. TRUSTED CARE.	2,580,192
1-877-LYFEGUARD	2,605,394
SKY RIDGE MEDICAL CENTER	2,838,970
THE LIMB PRESERVATION FOUNDATION	2,878,022
1-8 77-HEALTHONE	2,904,672
THE DENVER CLINIC FOR EXTREMITIES AT RISK	3,270,469
SAVING LIMBS AND LIVES EVERYDAY	3,277,239
THE DENVER CLINIC FOR EXTREMITIES AT RISK & Design	3,297,522
MISCELLANEOUS DESIGN	3,304,448
ROCKY MOUNTAIN HOSPITAL FOR CHILDREN	3,328,072
X & Design	3,334,901
ROCKY MOUNTAIN BLOOD AND MARROW TRANSPLANT PROGRAM & Design	3,425,872
THE LIMB PRESERVATION FOUNDATION	3,494,843
HEALTHONE	3,617,397
HEALTHONE (stylized)	3,620,820
SKY RIDGE MEDICAL CENTER BEYOND YOUR EXPECTATIONS	3,653,467
CARDIAC ALERT	3,766,530
MISCELLANEOUS DESIGN (HFC LOGO)	3,777,624
ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDATION	3,843,393

TRADEMARK	REG. NO.
HEALTHONE EMERGENCY CARE	3,905,078
HEALTHONE EXPRESS CARE	3,905,079
ROCKY MOUNTAIN CHILDREN'S HEALTH FOUNDATION	3,930,212
MISCELLANEOUS DESIGN (CHF LOGO)	3,955,426