

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM585117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Island Hospital Company, LLC		07/07/2020	Limited Liability Company: DELAWARE
QHCCS, LLC		07/07/2020	Limited Liability Company: DELAWARE
Quorum Health Resources, LLC		07/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3710989	METROSOUTH MEDICAL CENTER	
Registration Number:	5312530	HEALTH RECORD HOME	
Registration Number:	5822042	Q QUORUM HEALTH CORPORATION	
Registration Number:	5183348	QHC	
Registration Number:	5256975	QUORUM	
Registration Number:	5104405	QUORUM HEALTH	
Registration Number:	4949455	CREATING A SUSTAINABLE FUTURE FOR HEALTH	
Registration Number:	5170642	Q QUORUM HEALTH RESOURCES	
Registration Number:	5078827	Q QUORUM HEALTH RESOURCES	
Registration Number:	4666205	QHCC PARTNERS	
Registration Number:	3074195	QHR	
Registration Number:	5211580	QUORUM PURCHASING ADVANTAGE	
Registration Number:	4954180	VANTAGE	
Serial Number:	88813693	QHR HEALTH	
Serial Number:	88813433	QHR HEALTH	

CH \$390.00 3710989

CORRESPONDENCE DATA**Fax Number:**

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
---------------------------	--------------

SIGNATURE:	/s/ AG
-------------------	--------

DATE SIGNED:	07/07/2020
---------------------	------------

Total Attachments: 7

source=Quincy - Exit Term Loan Trademark Security Agreement (Executed)(149354452_1)#page1.tif
source=Quincy - Exit Term Loan Trademark Security Agreement (Executed)(149354452_1)#page2.tif
source=Quincy - Exit Term Loan Trademark Security Agreement (Executed)(149354452_1)#page3.tif
source=Quincy - Exit Term Loan Trademark Security Agreement (Executed)(149354452_1)#page4.tif
source=Quincy - Exit Term Loan Trademark Security Agreement (Executed)(149354452_1)#page5.tif
source=Quincy - Exit Term Loan Trademark Security Agreement (Executed)(149354452_1)#page6.tif
source=Quincy - Exit Term Loan Trademark Security Agreement (Executed)(149354452_1)#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated as of July 7, 2020, is made by Blue Island Hospital Company, LLC, a Delaware limited liability company, QHCCS, LLC, a Delaware limited liability company and Quorum Health Resources, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”) in favor of Jefferies Finance LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the benefit of itself and the Secured Parties (as defined in the Guarantee and Collateral Agreement (defined below)).

WITNESSETH:

WHEREAS, Quorum Health Corporation, a Delaware corporation (the “Borrower”), Quincy Health, LLC, a Delaware limited liability company (“Holdings”), the lenders from time to time party thereto (collectively, the “Lenders”) and Jefferies Finance LLC, as administrative agent (in such capacity, the “Administrative Agent”) and Collateral Agent have entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Credit Agreement”);

WHEREAS, as a condition to the extension of credit by the Lenders to the Borrower under the Term Loan Credit Agreement, each Grantor has agreed, pursuant to the Guarantee and Collateral Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to grant to the Collateral Agent (for the benefit of itself and the Secured Parties) a security interest in, and lien on, all of the Trademark Collateral (defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor is required to execute and deliver this Trademark Security Agreement to the Collateral Agent for purposes of recording such security interest with the United States Patent and Trademark Office;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Term Loan Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as security for the payment and performance, as the case may be, in full of the Secured Obligations of such Grantor, hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in or to any and all of the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks for which applications are pending in the United States Patent and Trademark Office (other than Excluded Assets), including, without limitation, those listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, fees, royalties, damages, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application until such time, if any, as a Statement of Use or Amendment to Allege Use, as applicable, has been filed with and accepted by the United States Patent and Trademark Office, at which time such Trademark application shall automatically become part of the Trademark Collateral unless it is otherwise excluded from the Collateral pursuant to the terms of the Guarantee and Collateral Agreement or Term Loan Credit Agreement

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at the Borrower's expense, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 7. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

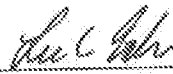
Section 8. Recordation. This Trademark Security Agreement has been executed and delivered to the Collateral Agent by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

Section 9. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Page Follows]

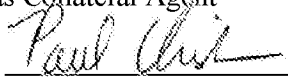
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLUE ISLAND HOSPITAL COMPANY, LLC
QHCCS, LLC
QUORUM HEALTH RESOURCES, LLC
each as a Grantor

By: 
Name: Lee C. Fleck
Title: Vice President of Finance and Treasurer

JEFFERIES FINANCE LLC


as Collateral Agent


By: 

Name: Paul Chisholm

Title: Managing Director

TRADEMARKS

Current Owner of Record	Mark	Serial No./ Filing Date	Registration No./ Registration Date
Blue Island Hospital Company, LLC	METROSOUTH MEDICAL CENTER	77487673 30-MAY-2008	3710989 17-NOV-2009
QHCCS, LLC	HEALTH RECORD HOME	87022253 03-MAY-2016	5312530 17-OCT-2017
QHCCS, LLC	Q QUORUM HEALTH CORPORATION	86805798 31-OCT-2015	5822042 30-JUL-2019
QHCCS, LLC	QHC	87022849 03-MAY-2016	5183348 11-APR-2017
QHCCS, LLC	QUORUM	86805790 31-OCT-2015	5256975 01-AUG-2017
QHCCS, LLC	QUORUM HEALTH	87023788 03-MAY-2016	5104405 20-DEC-2016
Quorum Health Resources, LLC	CREATING A SUSTAINABLE FUTURE FOR HEALTHCARE ORGANIZATIONS	86605631 22-APR-2015	4949455 03-MAY-2016
Quorum Health Resources, LLC	Q QUORUM HEALTH RESOURCES Design	87140703 16-AUG-2016	5170642 28-MAR-2017
Quorum Health Resources, LLC		86605606 22-APR-2015	5078827 08-NOV-2016
Quorum Health Resources, LLC	QHCC PARTNERS	86231837 25-MAR-2014	4666205 06-JAN-2015
Quorum Health Resources, LLC	QHR	78185269 14-NOV-2002	3074195 28-MAR-2006

Current Owner of Record	Mark	Serial No./ Filing Date	Registration No./ Registration Date
Quorum Health Resources, LLC	QUORUM PURCHASING ADVANTAGE	86620256 05-MAY-2015	5211580 30-MAY-2017
Quorum Health Resources, LLC	VANTAGE	86614564 29-APR-2015	4954180 10-MAY-2016
Quorum Health Resources, LLC	QHR HEALTH	88813693 27-FEB-2020	--
Quorum Health Resources, LLC	QHR HEALTH Design 	88813433 27-FEB-2020	--