

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674100

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UHS OF DELAWARE, INC.		08/24/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S DEARBORN ST.
Internal Address:	7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	90687149	CEDAR HILL REGIONAL MEDICAL CENTER
Serial Number:	90687145	ER AT SUMMERLIN SOUTH AN EXTENSION OF SU
Serial Number:	90660049	ER AT WEST CRAIG ROAD AN EXTENSION OF CE
Serial Number:	90375633	HONOR STRONG PROGRAM
Serial Number:	90824979	RIVER VISTA BEHAVIORAL HEALTH
Serial Number:	90375677	SKYWOOD RECOVERY
Serial Number:	90375661	PROMINENCE HEALTH PLAN
Serial Number:	90595905	CUMBERLAND HOSPITAL FOR CHILDREN AND ADO
Serial Number:	90595903	CUMBERLAND HOSPITAL FOR CHILDREN AND ADO
Serial Number:	90594419	ER AT SKYE CANYON AN EXTENSION OF CENTEN
Serial Number:	90578786	MCDOWELL CENTER FOR CHILDREN
Serial Number:	90578782	ER AT BAYSHORE GARDENS AN EXTENSION OF M
Serial Number:	90578778	HENDERSON HOSPITAL
Serial Number:	90751587	BEHAVIORAL HEALTH INTEGRATION SOLUTIONS
Serial Number:	90749485	PROMINENCE MEDICARE ADVANTAGE
Serial Number:	90749484	PROMINENCE WELLNESS CENTERS
Serial Number:	90749456	PROMINENCE HEALTH
Serial Number:	90509719	PEDIATRIC ENDOCRINOLOGY AND DIABETES INS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90509669	SUNCOAST BEHAVIORAL HEALTH CENTER
Serial Number:	90375666	ER AT ANNA A SERVICE OF TEXOMA MEDICAL C
Serial Number:	90375657	ALAN B. MILLER REGIONAL MEDICAL CENTER
Serial Number:	90375652	GOLD COAST HEALTH SYSTEM
Serial Number:	90375645	GOLD COAST REGIONAL MEDICAL CENTER
Serial Number:	90323660	VALLEY HEALTH SPECIALTY HOSPITAL AN EXTE
Serial Number:	90202656	VALLEY HEALTH SPECIALTY HOSPITAL A MEMBE
Serial Number:	90869840	GREAT COVERAGE, FROM PEOPLE WHO CARE
Serial Number:	90869834	EL PASO BEHAVIORAL HEALTH SYSTEM
Serial Number:	90869824	WEST HILLS BEHAVIORAL HEALTH HOSPITAL
Serial Number:	90881996	CEDAR HILLS HOSPITAL

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124553346

Email: ksolomon@stblaw.com

Correspondent Name: MELANIE JOLSON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/3301
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	09/13/2021

Total Attachments: 5

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**SUPPLEMENTAL GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of August 24, 2021 is made by UHS OF DELAWARE, INC., a Delaware corporation located at 367 South Gulph Road, King of Prussia, Pennsylvania 19406, (the “Obligor”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603 as Collateral Agent (the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of November 15, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Universal Health Services, Inc., a Delaware Corporation (“Borrower”), the several banks and other financial institutions (the “Lenders”) parties thereto, the Administrative Agent and the other agents named therein, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (including the Obligor), have entered into that certain Amended and Restated Collateral Agreement, dated as of August 7, 2014 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), in favor of the Collateral Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Collateral Agreement, the Borrower and certain of its Affiliates, including the Obligor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor and Borrower have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of Obligor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

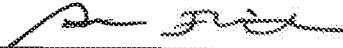
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

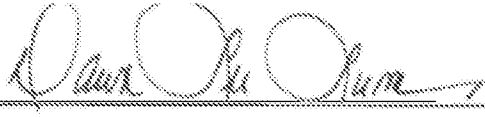
UHS OF DELAWARE, INC.
as Obligor

By:  _____

Name: Steve Filton

Title: Executive Vice President and Chief Financial Officer

JPMORGAN CHASE BANK, N.A.
as Collateral Agent for the Lenders

By:  _____

Name: Dawn Lee Lum
Title: Executive Director

**Schedule A
Trademarks**

Mark	Serial Number	Reg. Number	Status
CEDAR HILL REGIONAL MEDICAL CENTER	90687149		Pending
ER AT SUMMERLIN SOUTH AN EXTENSION OF SUMMERLIN HOSPITAL	90687145		Pending
ER AT WEST CRAIG ROAD AN EXTENSION OF CENTENNIAL HILLS HOSPITAL	90660049		Pending
HONOR STRONG PROGRAM	90375633		Pending
RIVER VISTA BEHAVIORAL HEALTH	90824979		Pending
SKYWOOD RECOVERY	90375677		Pending
PROMINENCE HEALTH PLAN	90375661		Pending
CUMBERLAND HOSPITAL FOR CHILDREN AND ADOLESCENTS	90595905		Pending
CUMBERLAND HOSPITAL FOR CHILDREN AND ADOLESCENTS	90595903		Pending
ER AT SKYE CANYON AN EXTENSION OF CENTENNIAL HILLS HOSPITAL	90594419		Pending
MCDOWELL CENTER FOR CHILDREN	90578786		Pending
ER AT BAYSHORE GARDENS AN EXTENSION OF MANATEE MEMORIAL HOSPITAL	90578782		Pending
HENDERSON HOSPITAL	90578778		Pending
BEHAVIORAL HEALTH INTEGRATION SOLUTIONS	90751587		Pending
PROMINENCE MEDICARE ADVANTAGE	90749485		Pending
PROMINENCE WELLNESS CENTERS	90749484		Pending
PROMINENCE HEALTH	90749456		Pending
PEDIATRIC ENDOCRINOLOGY AND DIABETES INSTITUTE	90509719		Pending
SUNCOAST BEHAVIORAL HEALTH CENTER	90509669		Pending
ER AT ANNA A SERVICE OF TEXOMA MEDICAL CENTER	90375666		Pending
ALAN B. MILLER REGIONAL MEDICAL CENTER	90375657		Pending
GOLD COAST HEALTH SYSTEM	90375652		Pending
GOLD COAST REGIONAL MEDICAL CENTER	90375645		Pending
VALLEY HEALTH SPECIALTY HOSPITAL AN EXTENSION OF SPRING VALLEY HOSPITAL	90323660		Pending
VALLEY HEALTH SPECIALTY HOSPITAL A MEMBER OF THE VALLEY HEALTH SYSTEM	90202656		Pending
GREAT COVERAGE, FROM PEOPLE WHO CARE	90869840		Pending
EL PASO BEHAVIORAL HEALTH SYSTEM	90869834		Pending
WEST HILLS BEHAVIORAL HEALTH HOSPITAL	90869824		Pending
CEDAR HILLS HOSPITAL	90881996		Pending