

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UHS OF DELAWARE, INC.		06/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	97445957	25TH ANNIVERSARY · MIDWEST CENTER FOR YO	
Serial Number:	97062317	A AIKEN REGIONAL GRADUATE MEDICAL EDUCAT	
Serial Number:	97425376	ER AT NORTH RIVER AN EXTENSION OF MANATE	
Serial Number:	97402582	ER AT PALMA SOLA, AN EXTENSION OF MANATE	
Serial Number:	97164841	ER AT SUN CITY CENTER AN EXTENSION OF MA	
Serial Number:	97207746	FOUNDATIONS BEHAVIORAL HEALTH	
Serial Number:	97436332	MILLWOOD HOSPITAL	
Serial Number:	90885054	NORTH PALM BEACH MEDICAL CENTER	
Serial Number:	97207760	NORTHWEST EMERGENCY ON WESTERN A SERVICE	
Serial Number:	97443879	REFLECTIONS BEHAVIORAL HEALTH COMPANION	
Serial Number:	97385828	SOUTH TEXAS HEALTH SYSTEM ER PHARR	
Serial Number:	97208465	SOUTHRIDGE BEHAVIORAL HOSPITAL	
Serial Number:	97028361	TEXOMA MEDICAL CENTER OUTPATIENT SURGERY	
Serial Number:	97207751	THE MATERNITY CENTER AT SOUTH TEXAS HEAL	
Serial Number:	97062332	THE REHABILITATION AND SPORTS MEDICINE C	
Serial Number:	97425361	VIRTUALITY HEALTH	
Serial Number:	97385825	WEST HENDERSON HOSPITAL A MEMBER OF THE	
Serial Number:	97094548	WEST OAKS HOSPITAL	

CH \$565.00 97445957

Property Type	Number	Word Mark
Serial Number:	97011209	WYOMING BEHAVIORAL INSTITUTE
Serial Number:	97419084	ER AT SOUTH SUMMERLIN AN EXTENSION OF SU
Serial Number:	97385833	VALLEY HEALTH AT HOME
Serial Number:	97226419	CEDAR HILL URGENT CARE

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: 2124552592
Email: jnull@stblaw.com
Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2369
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	06/23/2022

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 June 23, 2022 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.

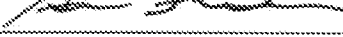
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions 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

J.P. MORGAN CHASE BANK, N.A.
as Collateral Agent for the Lenders

By:  _____
Name: Joon Hur
Title: Executive Director

**Schedule A
Trademarks**

Mark	Serial Number	Reg. Number	Status
25TH ANNIVERSARY MIDWEST CENTER FOR YOUTH & FAMILIES	97445957		PENDING
A AIKEN REGIONAL GRADUATE MEDICAL EDUCATION (Stylized)	97062317		PENDING
ER AT NORTH RIVER AN EXTENSION OF MANATEE MEMORIAL HOSPITAL (Stylized)	97425376		PENDING
ER AT PALMA SOLA, AN EXTENSION OF MANATEE MEMORIAL HOSPITAL	97402582		PENDING
ER AT SUN CITY CENTER AN EXTENSION OF MANATEE MEMORIAL HOSPITAL	97164841		PENDING
FOUNDATIONS BEHAVIORAL HEALTH (& DESIGN)	97207746		PENDING
MILLWOOD HOSPITAL (Stylized)	97436332		PENDING
NORTH PALM BEACH MEDICAL CENTER	90885054		PENDING
NORTHWEST EMERGENCY ON WESTERN A SERVICE OF NORTHWEST TEXAS HEALTHCARE SYSTEM & DESIGN	97207760		PENDING
REFLECTIONS BEHAVIORAL HEALTH COMPANION (& Design)	97443879		PENDING
SOUTH TEXAS HEALTH SYSTEM ER PHARR & DESIGN	97385828		PENDING
SOUTHRIDGE BEHAVIORAL HOSPITAL & DESIGN	97208465		PENDING
TEXOMA MEDICAL CENTER OUTPATIENT SURGERY	97028361		PENDING
THE MATERNITY CENTER AT SOUTH TEXAS HEALTH SYSTEM & DESIGN	97207751		PENDING
THE REHABILITATION AND SPORTS MEDICINE CENTER, A SERVICE OF MANATEE MEMORIAL HOSPITAL	97062332		PENDING
VIRTUALITY HEALTH (Stylized)	97425361		PENDING
WEST HENDERSON HOSPITAL A MEMBER OF THE VALLEY HEALTH SYSTEM & DESIGN	97385825		PENDING
WEST OAKS HOSPITAL & DESIGN	97094548		PENDING
WYOMING BEHAVIORAL INSTITUTE & DESIGN	97011209		PENDING
ER AT SOUTH SUMMERLIN AN EXTENSION OF SUMMERLIN HOSPITAL	97419084		PENDING
VALLEY HEALTH AT HOME	97385833		PENDING
CEDAR HILL URGENT CARE	97226419		PENDING