

D-10-04

12-15-2004

Form PTO-1594
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of 102902422 attached original documents or copy thereof.

1. Name of conveying party(ies):
Vanguard Health Systems, Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Bank of America, N.A.
 Internal Address: _____
 Street Address: Mail Code: NC1-001-15-04 One Independence Center, 101 N. Tryon Street
 City: Charlotte State: NC ZIP: 28255-0001

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Collateral Agent

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: September 21, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/359181, 76/550744

Additional numbers attached? Yes No

Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rachael Sanderson
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 2

7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in event of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rachael Sanderson Rachael Sanderson 12/10/04
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
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PO Box 1450
Alexandria, VA 22313-1450

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12/14/2004 ECOOPER 00000171 75359181

01 FC:0521 40.00 OP
 02 FC:0522 25.00 OP

NEWYORK 4520828 (2K)

TRADEMARK
REEL: 003091 FRAME: 0943

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Vanguard Health Systems, Inc., a Delaware corporation (the "Grantor") with principal offices at 20 Burton Hills Boulevard, Suite 100, Nashville, TN 37215, hereby assigns and grants to Bank of America, N.A., as Collateral Agent, with principal offices at Mail Code: NC1-001-15-04 One Independence Center, 101 N. Tryon Street, Charlotte, NC 28255-0001 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of September 23, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

21st day of September, 2004.

VANGUARD HEALTH SYSTEMS, INC., Grantor

By Joseph D. Moore

Name: Joseph D. Moore

Title: Executive Vice President

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By Kevin Wagley

Name: KEVIN WAGLEY

Title: PRINCIPAL

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 21st day of September, 2004, before me personally came _____

Joseph D. Moore who, being by me duly sworn, did state as follows: that [s]he is Executive V.P. of Vanguard Health Systems, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public

ETHAN MINER
NOTARY PUBLIC, State of New York
No. 01M16036478
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 24, 2006

STATE OF New York)
COUNTY OF New York) ss:

On this 22nd day of September, 2004, before me personally came _____
Kevin Wagley who, being by me duly sworn, did state as follows: that [s]he is
Principal of Bank of America, N.A., that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

Adam Greenhouse

Notary Public

ADAM GREENHOUSE
Notary Public, State of New York
No. 01GR6109518
Qualified in New York County
Commission Expires May 10, 2008

SCHEDULE A

MARK	REG. NO.	REG. DATE
Vanguard	75/359,181	September 18, 1997
Abrazo Healthcare	76/550,744	October 14, 2003

NEWYORK 4326728 (2K)

RECORDED: 12/10/2004

TRADEMARK
REEL: 003091 FRAME: 0949