

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Hills Medical Center, LLC		05/15/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N. Tryon Street, 15th floor		
Internal Address:	NC1-001-15-02		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88411913	ER AT THE LAKES SUNRISE HEALTH SYSTEM A	
Serial Number:	88411918	ER AT THE LAKES SUNRISE HEALTH SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	3035714321		
<i>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.</i>			
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:	0947384		
NAME OF SUBMITTER:	Thomas D. Franklin		
SIGNATURE:	/Thomas D. Franklin/		
DATE SIGNED:	05/21/2019		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of May 15, 2019 is made by Southern Hills Medical Center, LLC, a Nevada limited liability company, located at One Park Plaza, Nashville, TN 37203 (the “Obligor”), in favor of Bank of America, N.A., a national banking association, located at 101 N. Tryon Street, 15th floor, NC1-001-15-02, Charlotte, NC 28255-0001, as Collateral Agent (in such capacity, the “Collateral Agent”) for the benefit of the First Lien Secured Parties (as defined below).

W I T N E S S E T H:

WHEREAS, (a) pursuant to the Credit Agreement, dated as of November 17, 2006, as amended and restated as of May 4, 2011, as amended and restated as of February 26, 2014, as supplemented as of June 10, 2015, March 18, 2016, August 15, 2016, February 15, 2017 and March 20, 2017, as amended and restated by the Restatement Agreement, dated as of June 28, 2017, and as further amended by the Joinder Agreement No. 6, dated as of March 13, 2018, and by the Joinder Agreement No. 7, dated as of March 13, 2018, by and among HCA Inc., a Delaware corporation (the “Borrower”), the guarantors party thereto, the lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swingline Lender and Letter of Credit Issuer (and as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”) the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower; and (b) the Borrower may incur Additional First Lien Obligations from time to time to the extent permitted by the Credit Agreement and each Additional First Lien Agreement (any extension of credit to the Grantors as described in clauses (a) or (b), collectively, the “Extensions of Credit”);

WHEREAS, in connection with the Credit Agreement, the Borrower, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of November 17, 2006 and amended and restated as of March 2, 2009, in favor of the Collateral Agent (together with all amendments, modifications and supplements, if any, from time to time thereafter made thereto, the “First Lien Security Agreement”);

WHEREAS, pursuant to the First Lien Security Agreement, the Borrower, the Obligor and certain of its subsidiaries pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the First Lien Secured Parties a continuing first priority lien and security interest in all Intellectual Property, including the Trademarks, to secure the Obligations under the Credit Agreement and any Additional First Lien Obligations;

WHEREAS, Obligor has acquired new Intellectual Property since the effective date of the First Lien Security Agreement; and

WHEREAS, the Obligor has 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 and the holders of any Additional First Lien Obligations their respective Extensions of Credit thereunder, the Obligor agrees, for the benefit of the Collateral Agent and the First Lien 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 First Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Obligor's right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the First Lien Secured Parties to secure payment, performance and observance of the First Lien Obligations. For the avoidance of doubt, the foregoing grant is merely a grant of a security interest and shall not be deemed an assignment.

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 First Lien Secured Parties in connection with the First Lien Security Agreement and is expressly subject to the terms and conditions thereof. The First Lien Security Agreement (and all rights and remedies of the First Lien Secured Parties 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 First Lien Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the First Lien Security 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 First Lien Security Agreement, the terms of the First Lien Security 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.

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

SOUTHERN HILLS MEDICAL CENTER, LLC

By: _____



Name: John M. Franck II

Title: Vice President and Assistant Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006650 FRAME: 0320



BANK OF AMERICA, N.A.

As Collateral Agent

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

SCHEDULE A

Collateral

Trademark	App. No.	App. Date	Owner
 <p>SUNRISE HEALTH SYSTEM ER at The Lakes A Department of Southern Hills Hospital & Medical Center</p>	88411913	05-01-19	Southern Hills Medical Center, LLC
 <p>SUNRISE HEALTH SYSTEM ER at The Lakes</p>	88411918	05-01-19	Southern Hills Medical Center, LLC

[Schedule A to Grant of Security Interest in Trademark Rights]