TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carolina Reginal Cancer Center, LLC		05/10/2012	LIMITED LIABILITY COMPANY: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	301 South College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Federal: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3647136	HOPE THAT GROWS

CH $40.00 3647136

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	204923
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/

Date:	05/15/2012

Total Attachments: 6
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Trademark Security Agreement, dated as of May 10, 2012, by CAROLINA REGIONAL CANCER CENTER, LLC (f/k/a Carolina Regional Cancer Center, P.A.) (the "Grantor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Guaranty and Collateral Agreement dated as of May 10, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title and interest in or to any and all of the following Pledged Collateral of the Grantor (in each case, other than Excluded Property):

(a) Trademarks of the Grantor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than any United States intent-to-use trademark application to the extent and for so long as creation by the Grantor of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application).

Notwithstanding the foregoing, no Security Interest or pledge shall be deemed granted in, or with respect to, any United States intent-to-use trademark application to the extent and for so long as creation by the Grantor of a Security Interest therein would impair the validity or enforceability of such intent-to-use trademark application.

SECTION 3. The 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 Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Collateral Agreement or pursuant to any other termination or release as set forth under Section 7.13 of the Collateral Agreement, as applicable, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing all or part, as the case

may be, of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[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.

Very truly yours,

CAROLINA REGIONAL CANCER CENTER, LLC (f/k/a Carolina Regional Cancer Center, P.A.)

By:

Name: Bryan J. Carey
Title: Vice President

[Signature Page -- Trademark Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Kent Davis
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class(es)	Status	Current Owner
HOPE THAT GROWS	U.S.	77/629414 12/9/2008	3647136 6/30/2009	44	Registered	Carolina Regional Cancer Center, P.A.

Trademark Applications:

None.