

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carolina Regional Cancer Center, LLC		04/30/2015	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
Arizona Radiation Therapy Management Services, Inc.		04/30/2015	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3647136	HOPE THAT GROWS	
Registration Number:	4515355	ACRA ARIZONA CANCER RESEARCH ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	613217-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	05/01/2015		
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 April 30, 2015 is made by Arizona Radiation Therapy Management Services, Inc. and Carolina Regional Cancer Center, LLC (each, a “Grantor” and together, the “Grantors”), in favor of Morgan Stanley Senior Funding, Inc., located at 1858 Broadway, New York NY, 10036, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of April 30, 2015 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among 21st Century Oncology, Inc. (the “Borrower”), 21st Century Oncology Holdings, Inc., the Lenders, the Agent and the other parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, 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, the Grantors and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Security Agreement, dated as of April 30, 2015, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Security Agreement”);

WHEREAS, pursuant to the Guarantee and Security Agreement, the Grantors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in Intellectual Property owned by the Grantors, including the Trademarks owned by the Grantors; and

WHEREAS, the Grantors 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, each of the Grantors agrees, for the benefit of the Agent and the Lenders, 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 Guarantee and Security Agreement.

SECTION 2. Grant of Security Interest. Each of the Grantors hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantors’ right, title and interest in, to and under the Trademarks owned by

the Grantors (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Trademark Collateral”), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Guarantee and Security Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Security 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. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and 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 Guarantee and Security Agreement, the terms of the Guarantee and 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.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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.

ARIZONA RADIATION THERAPY
MANAGEMENT SERVICES, INC.
CAROLINA REGIONAL CANCER CENTER,
LLC


By: 
Name: Richard Lewis
Title: Vice President

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

TRADEMARK
REEL: 005508 FRAME: 0013

MORGAN STANLEY SENIOR FUNDING, INC., as
Administrative Agent

By:



Name: Nihal Abdel Hakim
Title: Authorized Signatory

[21C Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations

<u>Mark</u>	<u>Application Ser. No./ Filing Date</u>	<u>Reg. No. /Date</u>	<u>Owner</u>
HOPE THAT GROWS	77/629414 12/9/2008	3647136 6/30/2009	Carolina Regional Cancer Center, LLC
ACRA ARIZONA CANCER RESEARCH ALLIANCE	85/664,955 06/29/2012	4515355 04/15/2014	Arizona Radiation Therapy Man- agement Services, Inc.