

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM394726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANCER TREATMENT CENTERS OF AMERICA, INC.		07/29/2016	Corporation: ILLINOIS
CANCER TREATMENT CENTERS OF AMERICA GLOBAL, INC.		07/29/2016	Corporation: FLORIDA
CTCA ADMINISTRATIVE SERVICES, INC.		07/29/2016	Corporation: ILLINOIS
CTCA SHARED SERVICES, INC.		07/29/2016	Corporation: ILLINOIS
MIDWESTERN REGIONAL MEDICAL CENTER, INC.		07/29/2016	Corporation: ILLINOIS
SOUTHWESTERN REGIONAL MEDICAL CENTER, INC.		07/29/2016	Corporation: OKLAHOMA
EASTERN REGIONAL MEDICAL CENTER, INC.		07/29/2016	Corporation: PENNSYLVANIA
WESTERN REGIONAL MEDICAL CENTER, INC.		07/29/2016	Corporation: ARIZONA
SOUTHEASTERN REGIONAL MEDICAL CENTER, INC.		07/29/2016	Corporation: GEORGIA
PATIENT FIRST, S.C.		07/29/2016	MEDICAL CORPORATION: ILLINOIS
CANCER TREATMENT CENTERS OF AMERICA PROFESSIONAL CORPORATION OF OKLAHOMA, INC.		07/29/2016	Corporation: OKLAHOMA
CANCER TREATMENT CENTERS OF AMERICA PROFESSIONAL CORPORATION OF PENNSYLVANIA, P.C.		07/29/2016	Corporation: PENNSYLVANIA
CANCER TREATMENT CENTERS OF AMERICA PROFESSIONAL CORPORATION OF ARIZONA, P.C.		07/29/2016	PROFESSIONAL CORPORATION: ARIZONA
CANCER TREATMENT CENTERS OF AMERICA		07/29/2016	PROFESSIONAL CORPORATION: GEORGIA

TRADEMARK

Name	Formerly	Execution Date	Entity Type
PROFESSIONAL CORPORATION OF GEORGIA, P.C.			
ZION HEALTHCARE PROPERTIES, INC.		07/29/2016	Corporation: ILLINOIS
EXPEDITION PROPERTIES LLC, d/b/a TULSA HEALTHCARE PROPERTIES		07/29/2016	Limited Liability Company: ILLINOIS
PHILADELPHIA HEALTHCARE PROPERTIES LLC		07/29/2016	Limited Liability Company: PENNSYLVANIA
ARIZONA HEALTHCARE PROPERTIES, LLC		07/29/2016	Limited Liability Company: ARIZONA
GEORGIA HEALTHCARE PROPERTIES, LLC		07/29/2016	Limited Liability Company: GEORGIA
BASSWOOD ENTERPRISES, LLC		07/29/2016	Limited Liability Company: ILLINOIS
INTERNATIONAL AVIATION LLC		07/29/2016	Limited Liability Company: ILLINOIS
INTERNATIONAL AVIATION PROPERTIES, LLC		07/29/2016	Limited Liability Company: ILLINOIS
5900 BROKEN SOUND, LLC		07/29/2016	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA
Street Address:	200 WEST STREET, 16TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	CHARTERED BANK: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4145825	INTERNATIONAL AVIATION, LLC DELIVERING Q

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

TRADEMARK

REEL: 005853 FRAME: 0566

Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35611/38
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	08/11/2016

Total Attachments: 44

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of July 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this “Security Agreement”) is being entered into among EACH OF THE UNDERSIGNED AND EACH OTHER PERSON THAT SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY JOINDER AGREEMENT (each a “Grantor” and collectively, the “Grantors”), and GOLDMAN SACHS BANK USA, as Collateral Agent (in such capacity, the “Collateral Agent”) for the ratable benefit of each of the Secured Parties (as defined in the Credit Agreement referenced below).

RECITALS:

Pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CANCER TREATMENT CENTERS OF AMERICA, INC., an Illinois corporation (“CTCA Inc.”), CANCER TREATMENT CENTERS OF AMERICA GLOBAL, INC., a Florida S corporation (“CTCA”), CTCA ADMINISTRATIVE SERVICES, INC., an Illinois S corporation (“CTCA Admin”), CTCA SHARED SERVICES, INC., an Illinois S corporation (“CTCA Shared”), MIDWESTERN REGIONAL MEDICAL CENTER, INC., an Illinois corporation (“MRMC”), SOUTHWESTERN REGIONAL MEDICAL CENTER, INC., an Oklahoma corporation (“SRMC”), EASTERN REGIONAL MEDICAL CENTER, INC., a Pennsylvania corporation (“ERMC”), WESTERN REGIONAL MEDICAL CENTER, INC., an Arizona corporation (“WRMC”), SOUTHEASTERN REGIONAL MEDICAL CENTER, INC., a Georgia corporation (“SEMC”), PATIENT FIRST, S.C., an Illinois medical corporation (“PF”), CANCER TREATMENT CENTERS OF AMERICA PROFESSIONAL CORPORATION OF OKLAHOMA, INC., an Oklahoma corporation (“PCO”), CANCER TREATMENT CENTERS OF AMERICA PROFESSIONAL CORPORATION OF PENNSYLVANIA, P.C., a Pennsylvania professional corporation (“PCP”), CANCER TREATMENT CENTERS OF AMERICA PROFESSIONAL CORPORATION OF ARIZONA, P.C., an Arizona professional corporation (“PCA”), CANCER TREATMENT CENTERS OF AMERICA PROFESSIONAL CORPORATION OF GEORGIA, P.C., a Georgia professional corporation (“PCG”), ZION HEALTHCARE PROPERTIES, INC., an Illinois corporation (“ZHP”), EXPEDITION PROPERTIES LLC, d/b/a TULSA HEALTHCARE PROPERTIES, an Illinois limited liability company (“THP”), PHILADELPHIA HEALTHCARE PROPERTIES LLC, a Pennsylvania limited liability company (“PHP”), ARIZONA HEALTHCARE PROPERTIES, LLC, an Arizona limited liability company (“AHP”), GEORGIA HEALTHCARE PROPERTIES, LLC, a Georgia limited liability company (“GHP”), BASSWOOD ENTERPRISES, LLC, an Illinois limited liability company (“BW”), INTERNATIONAL AVIATION LLC, an Illinois limited liability company (“IA”), INTERNATIONAL AVIATION PROPERTIES, LLC, an Illinois limited liability company (“IAP”) and 5900 BROKEN SOUND, LLC, a Florida limited liability company (“5900” and together with CTCA Inc., CTCA, CTCA Admin, CTCA Shared, MRMC, SRMC, ERMC, WRMC, SEMC, PF, PCO, PCP, PCA, PCG, ZHP, THP, PHP, AHP, GHP, BW, IA and IAP, the “Borrowers” and each individually, a “Borrower”), the other Loan Parties party thereto, the lenders from time to time party thereto (the “Lenders”), and the Administrative Agent, the

Lenders have agreed to make Credit Extensions to the Borrowers upon the terms and subject to the conditions set forth therein.

Certain additional extensions of credit may be made from time to time for the benefit of the Grantors pursuant to certain Secured Cash Management Agreements and Secured Hedge Agreements.

It is a condition precedent to the Secured Parties' obligations to make and maintain such extensions of credit that the Grantors shall have executed and delivered this Security Agreement to the Collateral Agent.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement and such Secured Cash Management Agreements and Secured Hedge Agreements, the parties hereto agree as follows:

1. Certain Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement. Terms used in this Security Agreement that are not otherwise expressly defined herein or in the Credit Agreement, and for which meanings are provided in the Uniform Commercial Code of the State of New York (the "UCC"), shall have such meanings unless the context requires otherwise. In addition, for purposes of this Security Agreement, the following terms have the following definitions:

"Copyrights" means all right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

"Investment Property" means all investment property, including all securities, security entitlements, securities accounts, commodity contracts and commodity accounts of or maintained for the benefit of such Grantor but excluding (i) all Equity Interests in all of each Grantor's directly owned Subsidiaries, whether now existing or hereafter created or acquired and (ii) Excluded Securities Accounts (as defined below).

"IP Licenses" means all right, title and interest, whether now owned or hereafter acquired, in and to all license agreements regarding Patents, Trademarks, Copyrights or any other intellectual property with any other party, whether such Grantor is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses.

"Intellectual Property Collateral" means Copyrights, Patents, Trademarks and IP Licenses.

"Patents" means all right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign patents and patent applications and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements

thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

“Permitted Liens” means (i) “Permitted Liens” as defined in the Credit Agreement and (ii) the Liens permitted by Section 13 of the Guaranty.

“Qualifying Control Agreement” means a customary agreement, among a Loan Party, a depository institution or securities intermediary and the Collateral Agent, which agreement is in form and substance reasonably acceptable to the Collateral Agent and which provides the Collateral Agent with “control” (as such term is used in Article 9 of the UCC) over the deposit account(s) or securities account(s) described therein.

“Trademarks” means all right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark.

2. Grant of Security Interest. Each Grantor hereby grants as collateral security for the payment, performance and satisfaction in full of the Secured Obligations, to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under the following property (other than the Excluded Assets (as defined below)), wherever located, and whether now existing or hereafter arising or acquired from time to time:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all cash, cash equivalents and Deposit Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all Goods;
- (g) all General Intangibles;
- (h) all Fixtures;
- (i) all Instruments;

- (j) all Inventory;
- (k) all Investment Property;
- (l) all Letters of Credit and Letter of Credit Rights;
- (m) all Intellectual Property;
- (n) the Commercial Tort Claims described on Schedule 2(n) hereof as supplemented by any written notification given by a Grantor to the Collateral Agent pursuant to Section 9(i);
- (o) Securities Accounts, (2) Investment Property credited to Securities Accounts or Deposit Accounts from time to time and all Security Entitlements in respect thereof, (3) all cash held in any Securities Account or Deposit Account and (4) all other money in the possession of the Collateral Agent;
- (p) all books and Records pertaining to the Collateral (as defined below); and
- (q) all Proceeds, Supporting Obligations and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing, and all collateral security and guarantees given by any Person with respect to any of the foregoing.

All of the property and interests in property described in subsections (a) through (q) are herein collectively referred to as the “Collateral.”

As used herein, “Excluded Assets” means the collective references to the following (it being agreed that, notwithstanding anything to the contrary herein or otherwise, (i) any asset or property that is an “Excluded Asset” under any of clauses (a) through (j) below shall not cease to be an “Excluded Asset” pursuant to or as a result of any other clause specified below in this definition, and (ii) each such clause shall be of independent application):

- (a) any lease, license, contract, property right or agreement to which any Grantor is a party or any of such Grantor’s rights or interests thereunder if and only for so long as the grant of a security interest therein under any Loan Document shall constitute or result in a breach, termination or default or invalidity under such lease, license, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law); provided that such lease, license, contract, property right or agreement shall be excluded hereunder only to the extent and for so long as the consequences specified above shall exist and shall cease to be excluded hereunder and shall become subject to the security interest granted hereunder at such time as such consequences shall no longer exist; provided, further that the exclusions referred to in this paragraph shall not include any proceeds of such lease, license, contract, property right or agreement;

(b) any motor vehicles and any other assets subject to a certificate of title (other than proceeds thereof), to the extent a security interest in such motor vehicles or other assets cannot be perfected solely by filing a UCC financing statement;

(c) any Letter of Credit Rights relating to any Letter of Credit with a face amount not in excess of \$1,000,000, except to the extent constituting a support obligation for other Collateral as to which perfection of a security interest therein can be perfected solely by the filing of a UCC statement and to the extent such Pledgor is not required by applicable law to apply the proceeds of a drawing of such Letter of Credit for a specified purpose (it is understood that no actions shall be required to perfect a security interest in Letter of Credit Rights other than the filing of a UCC financing statement);

(d) any Commercial Tort Claim with an expected value not in excess of \$1,000,000, as determined in good faith by the Borrowers Representative;

(e) any (i) Deposit Account or securities account in which Investment Property is credited or maintained (a "Securities Account"), in each case established solely for the purpose of funding payroll, payroll taxes and other compensation and benefits to employees or other employee wage and benefit accounts (and the funds therein) and (ii) any Deposit Account and Securities Account located in any jurisdiction other than the United States, any state thereof or the District of Columbia (collectively, as the context may require, "Excluded Deposit Accounts" and "Excluded Securities Accounts");

(f) assets or property in circumstances where the Collateral Agent and the Borrowers Representative mutually agree that the cost or burden of obtaining or perfecting a security interest under this Security Agreement in such assets is excessive in relation to the practical benefit to the Secured Parties afforded thereby;

(g) any interest in real property;

(h) any Equity Interests in any of each Grantor's directly owned Subsidiaries, whether now existing or hereafter created or acquired;

(i) any assets that require action under the law of any non-U.S. jurisdiction to create or perfect a security interest in such assets, including any Intellectual Property registered in any non-U.S. jurisdiction (it being understood that this exclusion in subsection (i) shall not apply to assets in the U.S. Virgin Islands unless and except to the extent that the Collateral Agent does not, in its sole discretion, perfect its security instruments in such jurisdictions);

(j) any asset if and for so long as the granting of security interests in such assets would be prohibited by applicable laws or regulations (in each case, after giving effect to the applicable anti-assignment provisions of the UCC, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC notwithstanding such provisions); and

(k) any interest in (i) a joint venture entered into with an unaffiliated third party or (ii) a non-wholly owned Subsidiary to the extent and for so long as the attachment

of the security interest created hereby therein would violate any joint venture agreement, organization document, shareholders agreement or equivalent agreement relating to such joint venture or non-wholly owned Subsidiary; provided that such prohibition was not created in anticipation or contemplation hereof.

3. Perfection. Each Grantor shall have:

(a) as of the date of execution of this Security Agreement or Security Joinder Agreement (as defined below), as applicable, by such Grantor (its "Applicable Date"), furnished the Collateral Agent with information required by Article 9 of the UCC or the analogous legislation of each applicable jurisdiction for the filing of any financing statement, amendment or other documents in order that upon the filing of such statement, such amendment or such document, as applicable, the Collateral Agent, for the benefit of the Secured Parties, shall have a duly perfected security interest in all Collateral in which a security interest can be perfected by the filing of financing statements;

(b) upon the occurrence and during the continuance of an Event of Default as the Collateral Agent may request in writing, furnished the Collateral Agent with properly executed Qualifying Control Agreements and evidence of the placement of a restrictive legend on tangible chattel paper (and the tangible components of electronic Chattel Paper), and taken appropriate action acceptable to the Collateral Agent sufficient to establish the Collateral Agent's control of electronic Chattel Paper (and the electronic components of hybrid Chattel Paper), as appropriate, with respect to such Collateral in which either (i) a security interest can be perfected only by control or such restrictive legending, or (ii) a security interest perfected by control or accompanied by such restrictive legending shall have priority as against a lien creditor, a purchaser of such Collateral from the applicable Grantor, or a security interest perfected by Persons not having control or not accompanied by such restrictive legending, in each case in form and substance reasonably acceptable to the Collateral Agent and sufficient under applicable law so that the Collateral Agent, for the benefit of the Secured Parties, shall have a security interest in all such Collateral perfected by control; and

(c) as of its Applicable Date (to the extent expressly required by the terms hereof or of the Credit Agreement), or otherwise upon the occurrence and during the continuance of an Event of Default as the Collateral Agent may request in writing, delivered to the Collateral Agent possession of all Collateral with respect to which either a security interest can be perfected only by possession or a security interest perfected by possession shall have priority as against Persons not having possession, and including in the case of Instruments, Documents, and Investment Property in the form of certificated securities, duly executed endorsements or stock powers in blank, as the case may be, affixed thereto in form and substance reasonably acceptable to the Collateral Agent and sufficient under applicable law so that the Collateral Agent, for the benefit of the Secured Parties, shall have a security interest in all such Collateral perfected by possession;

with the effect that the Liens conferred in favor of the Collateral Agent on such Collateral in which such financing statement, Qualifying Control Agreements, legending or possession are effective to create a perfected security interest shall be and remain duly perfected and of first pri-

ority and subject only, to the extent applicable, to Permitted Liens to the extent any such Permitted Liens would have priority over the Liens in favor of the Collateral Agent by operation of any applicable law. All financing statements (including all amendments thereto and continuations thereof), control agreements (solely following the occurrence and during the continuation of any Event of Default), certificates, acknowledgments, stock powers and other documents, electronic identification, restrictive legends, and instruments furnished in connection with the creation, enforcement, protection, perfection or priority of the Collateral Agent's security interest in Collateral, including such items as are described above in this Section 3, are sometimes referred to herein as "Perfection Documents". The delivery of possession of items of or evidencing Collateral, causing other Persons to execute and deliver Perfection Documents as appropriate, the filing or recordation of Perfection Documents, the establishment of control over items of Collateral, and the taking of such other actions as may be necessary or advisable in the determination of the Collateral Agent to create, enforce, protect, perfect, or establish or maintain the priority of, the security interest of the Collateral Agent for the benefit of the Secured Parties in the Collateral is sometimes referred to herein as "Perfection Action".

Notwithstanding anything to the contrary herein, no Perfection Action will be required with respect to any Collateral for which the cost of perfecting the security interest in such Collateral exceeds the practical benefit to the Secured Parties as reasonably determined in good faith by the Collateral Agent.

4. Maintenance of Security Interest; Further Assurances.

(a) Each Grantor will from time to time at its own expense, deliver specific assignments of Collateral or such other Perfection Documents, and take such other or additional Perfection Action, as may be required by the terms of the Loan Documents or as the Collateral Agent may reasonably request in connection with the administration or enforcement of this Security Agreement or related to the Collateral or any part thereof in order to carry out the terms of this Security Agreement, to perfect, protect, maintain the priority of or enforce the Collateral Agent's security interest in the Collateral, subject only to Permitted Liens, or otherwise to better assure and confirm unto the Collateral Agent its rights, powers and remedies for the benefit of the Secured Parties hereunder. Without limiting the foregoing, each Grantor hereby irrevocably authorizes the Collateral Agent to file (with, or to the extent permitted by applicable law, without the signature of the Grantor appearing thereon) financing statements (including amendments thereto and initial financing statements in lieu of continuation statements) or other Perfection Documents (including copies thereof) showing such Grantor as "debtor" at such time or times and in all filing offices as the Collateral Agent may from time to time determine to be necessary or advisable to perfect or protect the rights of the Collateral Agent and the Secured Parties hereunder, or otherwise to give effect to the transactions herein contemplated, any of which Perfection Documents, at the Collateral Agent's election, may describe the Collateral as or including all assets of the Grantor. Each Grantor hereby irrevocably ratifies and acknowledges the Collateral Agent's authority to have effected filings of Perfection Documents made by the Collateral Agent prior to its Applicable Date. The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office thereto) such documents as may be reasonably necessary or advisable for the purpose of perfecting, confirming, continu-

ing, enforcing or protecting the security interest granted by each Grantor in such Grantor's Patents, Trademarks and Copyrights, without the signature of such Grantor, and naming such Grantor or the Grantors as debtors and the Collateral Agent as secured party. Notwithstanding anything to the contrary herein, no Grantor shall be required to take any action under the laws of any jurisdiction other than the United States (or any political subdivision thereof) and its territories and possessions for the purpose of perfecting the security interest in any Collateral of such Grantor constituting Patents, Trademarks or Copyrights.

(b) With respect to any and all Collateral, each Grantor agrees to do and cause to be done all things necessary to perfect, maintain the priority of and keep in full force the security interest granted in favor of the Collateral Agent for the benefit of the Secured Parties, including, but not limited to, the prompt payment upon demand therefor by the Collateral Agent of all reasonable and documented fees and expenses (including documentary stamp, excise or intangibles taxes), but limited, in the case of attorneys' fees, to the reasonable and documented fees and expenses of one primary counsel to the Administrative Agent and one local counsel and applicable regulatory counsel in each jurisdiction incurred in connection with the preparation, delivery, or filing of any Perfection Document or the taking of any Perfection Action to perfect, protect or enforce a security interest in Collateral in favor of the Collateral Agent for the benefit of the Secured Parties, subject only to Permitted Liens; provided, however, that no Grantor shall be required to take any Perfection Action with respect to Collateral for which perfection is not governed by the UCC or the laws of the U.S. Virgin Islands. All amounts not so paid when due shall constitute additional Secured Obligations and (in addition to other rights and remedies resulting from such nonpayment) shall bear interest from the date of demand until paid in full at the Default Rate.

(c) Each Grantor agrees to maintain among its books and records notations or evidence of the security interest granted hereunder to the Collateral Agent for the benefit of the Secured Parties.

5. Receipt of Payment. In the event an Event of Default shall occur and be continuing and a Grantor (or any of its Affiliates, subsidiaries, stockholders, directors, officers, employees or agents) shall receive any proceeds of Collateral, including without limitation monies, checks, notes, drafts or any other items of payment, at the direction of the Collateral Agent, each Grantor shall hold all such items of payment in trust for the Collateral Agent for the benefit of the Secured Parties, and as the property of the Collateral Agent for the benefit of the Secured Parties, separate from the funds and other property of such Grantor, and no later than the first Business Day following the receipt thereof, at the election of the Collateral Agent, such Grantor shall cause such Collateral to be forwarded to the Collateral Agent for its custody, possession and disposition on behalf of the Secured Parties in accordance with the terms hereof and of the other Loan Documents.

6. Preservation and Protection of Collateral.

(a) The Collateral Agent shall be under no duty or liability with respect to the collection, protection or preservation of the Collateral, or otherwise, beyond the use of

reasonable care in the custody and preservation thereof while in its possession. Each Grantor shall be responsible for the safekeeping of its Collateral, and in no event shall the Collateral Agent have any responsibility for (i) any loss or damage thereto or destruction thereof occurring or arising in any manner or fashion from any cause, (ii) any diminution in the value thereof, or (iii) any act or default of any carrier, warehouseman, bailee or forwarding agency thereof or other agent or bailee selected by the Collateral Agent in good faith.

(b) Each Grantor shall keep and maintain its tangible personal property Collateral to the extent required by the Credit Agreement.

(c) Each Grantor agrees (i) to pay when due all obligations to the extent required by the Credit Agreement, and (ii) to cause to be terminated and released all Liens (other than Permitted Liens) on the Collateral. Upon the failure of any Grantor to so pay or contest such taxes, charges, or assessments, or cause such Liens to be terminated, the Collateral Agent at its option may pay or contest any of them or amounts relating thereto (the Collateral Agent having the right in its reasonable discretion to determine the legality or validity and the amount necessary to discharge such taxes, charges, Liens or assessments) but shall not have any obligation to make any such payment or contest. All sums so disbursed by the Collateral Agent, including all fees and expenses of one firm of counsel (collectively, "Attorneys' Costs") (and, in the case of an actual conflict of interest where any of the Administrative Agent or any Lender, as applicable, affected by such conflict informs the Borrower of such conflict and thereafter, after receipt of the Borrower's consent (such consent not to be unreasonably withheld, delayed or conditioned), retains its own counsel, of another firm of counsel for such affected Administrative Agent or Lender as applicable)), court costs, expenses and other charges related thereto, shall be payable not later than ten (10) Business Days following demand therefor by the applicable Grantor to the Collateral Agent and shall be additional Secured Obligations secured by the Collateral, and any amounts not so paid on demand (in addition to other rights and remedies resulting from such nonpayment), upon the request of the Required Lenders, shall bear interest from the eleventh day after the date of demand until paid in full at the Default Rate.

7. Status of Grantors and Collateral Generally. Each Grantor represents and warrants to, and covenants with, the Collateral Agent for the benefit of the Secured Parties, with respect to itself and the Collateral as to which it has or acquires any interest, that:

(a) It is at its Applicable Date (or as to Collateral acquired after its Applicable Date will be upon the acquisition of the same) and, except as permitted by the Credit Agreement and subsection (b) of this Section 7, will continue to be, the owner of the Collateral, free and clear of all Liens, other than the security interest hereunder in favor of the Collateral Agent for the benefit of the Secured Parties and Permitted Liens, and that it will at its own cost and expense defend such Collateral and any products and proceeds thereof (to the extent of the Secured Parties' claims therein permitted under the Credit Agreement) against all claims and demands of all Persons (other than holders of Permitted Liens) at any time claiming the same or any interest therein adverse to the Secured Parties. Upon the failure of any Grantor to so defend, the Collateral Agent may do so at

its option but shall not have any obligation to do so. All sums so disbursed by the Collateral Agent, including reasonable Attorneys' Costs, court costs, expenses and other charges related thereto, shall be payable on demand by the applicable Grantor to the Collateral Agent and shall be additional Secured Obligations secured by the Collateral, and any amounts not so paid on demand (in addition to other rights and remedies resulting from such nonpayment), upon the request of the Required Lenders, shall bear interest from the date of demand until paid in full at the Default Rate.

(b) It shall not (i) sell, assign, transfer, lease, license or otherwise dispose of any of, or grant any option with respect to, the Collateral, except for Dispositions permitted under Section 7.04 and Section 7.05 of the Credit Agreement, or (ii) create or suffer to exist any Lien upon or with respect to any of the Collateral except for the security interests created by this Security Agreement and Permitted Liens.

(c) It has full power, legal right and lawful authority to enter into this Security Agreement (and any Security Joinder Agreement applicable to it) and to perform its terms, including the grant of the security interests in the Collateral herein provided for.

(d) No authorization, consent, approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person which has not been given or obtained, as the case may be, is required either (i) for the grant by such Grantor of the security interests granted hereby or for the execution, delivery or performance of this Security Agreement (or any Security Joinder Agreement) by such Grantor, or (ii) for the perfection of or the exercise by the Collateral Agent, on behalf of the Secured Parties, of its rights and remedies hereunder, except for action required by the UCC or the laws of the U.S. Virgin Islands to perfect and exercise remedies with respect to the security interest conferred hereunder.

(e) No effective financing statement or other Perfection Document similar in effect, nor any other Perfection Action, covering all or any part of the Collateral purported to be granted or taken by or on behalf of such Grantor (or by or on behalf of any other Person and which remains effective as against all or any part of the Collateral) has been filed in any recording office, delivered to another Person for filing (whether upon the occurrence of a contingency or otherwise), or otherwise taken, as the case may be, except such as pertain to Permitted Liens and such as may have been filed for the benefit of, delivered to, or taken in favor of, the Collateral Agent for the benefit of the Secured Parties in connection with the security interests conferred hereunder.

(f) Schedule 7(f) attached hereto contains as of the Closing Date and as supplemented by any Security Joinder Agreement on any Applicable Date for a Joining Grantor the following: (i) the exact legal name of each Grantor as it appears in its Organization Documents as of its Applicable Date and at any time during the five (5) year period ending as of its Applicable Date (the "Covered Period"), (ii) the jurisdiction of formation and form of organization of each Grantor, and the identification number of such Grantor in its jurisdiction of formation (if any) as of its Applicable Date and at any time during the Covered Period, and (iii) each address of the chief executive office of each Grantor as of its Applicable Date and at any time during the Covered Period. No Grantor

shall change its name, change its jurisdiction of formation (whether by reincorporation, merger or otherwise) or change the location of its chief executive office, except in each case upon giving not less than ten days' prior written notice to the Collateral Agent and taking or causing to be taken at such Grantor's expense all such Perfection Action, including the delivery of such Perfection Documents, as may be reasonably requested by the Collateral Agent to perfect or protect, or maintain the perfection and priority of, the Lien of the Collateral Agent for the benefit of the Secured Parties in Collateral contemplated hereunder.

8. Inspection. In accordance with the Credit Agreement, the Collateral Agent (by any of its officers, independent contractors, employees and agents), on behalf of the Secured Parties, shall have the right upon prior notice (where necessary) to an executive officer of any Grantor, and at any reasonable times during such Grantor's usual business hours, to inspect the Collateral, all records related thereto (and to make extracts or copies from such records), and the premises upon which any of the Collateral is located.

9. Specific Collateral.

(a) **Accounts.** With respect to its Accounts constituting Collateral whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that all records of material Accounts and material documents relating to the material Accounts of each Grantor are and shall at all times be located only at such Grantor's current chief executive office as set forth on Schedule 9(f) attached hereto.

(b) **Inventory.** With respect to its Inventory whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that each Grantor shall keep accurate and complete records of Inventory in the ordinary course of business, consistent with past practice.

(c) **Equipment.** With respect to its Equipment whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that the Grantors shall maintain accurate records of Equipment in the ordinary course of business, consistent with past practice.

(d) **Instruments.** With respect to its Instruments whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that each Grantor shall, upon the request of the Collateral Agent from time to time following the occurrence and during the continuance of any Event of Default, deliver to the Collateral Agent the originals of all such Instruments of which such Grantor is the payee or holder and having a face amount payable in excess of \$3,000,000, together with duly executed undated endorsements in blank affixed thereto and such other documentation and information as may be necessary to enable the Collateral Agent to realize upon the Instru-

ments in accordance with their respective terms or transfer the Instruments as may be permitted under the Loan Documents or by applicable law.

(e) **Investment Property**. With respect to its Investment Property having a fair market value in excess of \$500,000 whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that:

(i) [Reserved.]

(ii) Except with the express prior written consent of the Collateral Agent in each instance and except with respect to Investment Property held or located outside of the United States, all Investment Property (other than Investment Property having a book value of not greater than \$500,000) constituting Collateral that is in the form of certificated securities, shall be delivered to the Collateral Agent together with duly executed undated stock powers endorsed in blank pertaining thereto. Any requirement herein to deliver physical possession of such certificated securities to the Collateral Agent shall be deemed satisfied if the Grantors deliver each such certificate, together with stock powers endorsed in blank with respect thereto, no later than the later to occur of (x) the Closing Date and (y) fifteen (15) days after the date that such Investment Property becomes a certificated security or owned by the applicable Grantor, whichever is later.

(iii) All dividends and other distributions with respect to any of the Investment Property constituting Collateral shall be subject to the security interest conferred hereunder; provided, however, that cash dividends and distributions paid to a Grantor as record owner of any Investment Property to the extent permitted by the Credit Agreement to be declared and paid may be disbursed to and retained by such Grantor, and distributed or otherwise disbursed by such Grantor, in each case free and clear of any Lien under any Loan Document.

(iv) So long as no Event of Default shall have occurred and be continuing, the registration of Investment Property in the name of a Grantor as record and beneficial owner shall not be changed and such Grantor shall be entitled to exercise all voting and other rights and powers pertaining to Investment Property for all purposes not inconsistent with the terms hereof or of any Qualifying Control Agreement relating thereto.

(v) Upon the occurrence and during the continuance of any Event of Default and at the option of the Collateral Agent following written notice thereof to the Grantors suspending such rights (the "Trigger Date"), all rights of the Grantors to exercise the voting or consensual rights and powers which it is authorized to exercise pursuant to clause (iv) immediately above shall cease and the Collateral Agent may thereupon (but shall not be obligated to), at its request, cause such Collateral to be registered in the name of the Collateral Agent or its nominee or agent for the benefit of the Secured Parties and/or exercise such voting or consensual rights and powers as appertain to ownership of such Collateral, and to that

end each Grantor hereby appoints the Collateral Agent as its proxy, with full power of substitution, to vote and exercise all other rights as a shareholder with respect to such Investment Property upon the occurrence of a Trigger Date, and until the circumstances giving rise thereto have been cured and waived, which proxy is coupled with an interest and is irrevocable until all Obligations (other than obligations in respect of any Secured Cash Management Agreement or Secured Hedge Agreement not yet due and payable and contingent indemnification obligations) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding, and each Grantor hereby agrees to provide such further proxies as the Collateral Agent may request; provided, however, that the Collateral Agent in its discretion may from time to time refrain from exercising, and shall not be obligated to exercise, any such voting or consensual rights or such proxy.

(vi) Upon the occurrence of a Trigger Date, and until the circumstances giving rise thereto have been cured and waived, all rights of the Grantors to receive and retain cash dividends and other distributions upon or in respect to Investment Property pursuant to clause (iii) above shall cease and shall thereupon be vested in the Collateral Agent for the benefit of the Secured Parties, and each Grantor shall, or shall cause, all such cash dividends and other distributions with respect to the Investment Property to be promptly delivered to the Collateral Agent (together, if the Collateral Agent shall request, with any documents related thereto) to be held, released or disposed of by it hereunder or, at the option of the Collateral Agent, to be applied to the Secured Obligations.

(f) **Deposit Accounts.** With respect to its Deposit Accounts whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that Schedule 9(f) attached hereto contains as of the Closing Date the name and address of each depository institution with which such Grantor maintained a Deposit Account in which collected balances or deposits in excess of \$500,000 are or were credited or maintained, as of the Closing Date.

(g) **Chattel Paper.** With respect to its Chattel Paper whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that:

(i) Each Grantor shall at all times retain sole physical possession of the originals of all Chattel Paper evidencing an amount exceeding \$1,000,000 (other than electronic Chattel Paper and the electronic components of hybrid Chattel Paper); provided, however, that upon the request of the Collateral Agent upon the occurrence and during the continuance of any Event of Default, such Grantor shall promptly deliver physical possession of such Chattel Paper to the Collateral Agent or its designee.

(ii) All counterparts of all tangible Chattel Paper (and the tangible components of hybrid Chattel Paper) shall immediately upon the creation or ac-

quisition thereof by any Grantor be conspicuously legended as follows: "A FIRST PRIORITY SECURITY INTEREST IN THIS CHATTEL PAPER HAS BEEN GRANTED TO GOLDMAN SACHS BANK USA, FOR ITSELF AND AS COLLATERAL AGENT FOR CERTAIN SECURED PARTIES PURSUANT TO A SECURITY AGREEMENT DATED AS OF JULY 29, 2016, AS AMENDED FROM TIME TO TIME. NO SECURITY INTEREST OR OTHER INTEREST IN FAVOR OF ANY OTHER PERSON MAY BE CREATED BY THE TRANSFER OF PHYSICAL POSSESSION OF THIS CHATTEL PAPER OR OF ANY COUNTERPART HEREOF EXCEPT BY OR WITH THE CONSENT OF THE AFORESAID COLLATERAL AGENT AS PROVIDED IN SUCH SECURITY AGREEMENT." In the case of electronic Chattel Paper (including the electronic components of hybrid Chattel Paper), no Grantor shall create or acquire any such Chattel Paper unless, prior to such acquisition or creation, it shall have taken such Perfection Action as the Collateral Agent may require to perfect by control the security interest of the Collateral Agent for the benefit of the Secured Parties in such Collateral.

(h) **Intellectual Property Collateral.** As to itself and its Intellectual Property Collateral, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that:

(i) The Intellectual Property Collateral set forth on Schedule 9(h) includes all issued or applied for United States federal Patents (if any) (other than such Patents which, whether considered individually or collectively, are not material to the business of the Loan Parties, taken as a whole), registered or applied for United States federal Trademarks (if any) (other than such Trademarks which, whether considered individually or collectively, are not material to the business of the Loan Parties, taken as a whole), registered or applied for United States federal Copyrights (if any) (other than such Copyrights which, whether considered individually or collectively, are not material to the business of the Loan Parties, taken as a whole), material domain name registrations owned by such Grantor (if any) and all material IP Licenses (excluding any sales, purchase or development agreements entered into in the ordinary course of business) with respect to the foregoing to which such Grantor is a party (if any), in each case, as of such Grantor's Applicable Date.

(ii) Other than such Intellectual Property Collateral which, whether considered individually or collectively, is not material to the business of the Loan Parties, taken as a whole, the Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable in whole or in part, and is valid and enforceable. As of Such Grantor's Applicable Date, such Grantor is not aware of any uses of any item of Intellectual Property Collateral that would be expected to lead to such item becoming invalid or unenforceable.

(iii) (A) Such Grantor has made or performed all commercially reasonable acts, including without limitation filings, recordings and payment of all required fees and taxes, required to maintain and protect its interest in each and eve-

ry item of Intellectual Property Collateral set forth on Schedule 9(h) in full force and effect in the United States and (B) except as could not reasonably be expected to have a Material Adverse Effect, such Grantor has used proper statutory notice in connection with its use of each Patent, Trademark and Copyright in the Intellectual Property Collateral.

(iv) With respect to each IP License, the absence, termination or violation of which could reasonably be expected to have a Material Adverse Effect: (A) such Grantor has not received any notice of termination or cancellation under such IP License; (B) such Grantor has not received any notice of a breach or default under such IP License, which breach or default has not been cured or waived; and (C) such Grantor is not in breach or default thereof in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a breach or default or permit termination, modification or acceleration under such IP License.

(v) No Intellectual Property Collateral set forth on Schedule 9(h) is subject to any outstanding consent, settlement, decree, order, injunction, judgment or ruling restricting the use of any Intellectual Property Collateral or that would impair the validity or enforceability of such Intellectual Property Collateral.

(i) **Commercial Tort Claims.** On the date hereof, no Grantor holds any Commercial Tort Claim which might reasonably result in awarded damages (less any and all legal and other expenses incurred or reasonably expected to be incurred by such Grantor) in excess of \$1,000,000 that is not listed on Schedule 2(n). Each Grantor will immediately give notice to the Collateral Agent of any Commercial Tort Claim that is commenced in the future and will immediately execute or otherwise authenticate a supplement to this Agreement, and otherwise take all necessary action, to subject such Commercial Tort Claim to the first priority security interest created under this Agreement.

10. Casualty and Liability Insurance Required.

(a) Each Grantor will keep the Collateral insured to the extent required by Section 6.07 of the Credit Agreement.

(b) To the extent required under the Credit Agreement, each insurance policy obtained in satisfaction of the requirements of Section 10(a) shall (i) with respect to applicable property insurance policies, name the Collateral Agent, for the benefit of the Secured Parties, as lenders loss payee and (ii) with respect to applicable liability insurance policies, name the Collateral Agent and Lenders as parties insured thereunder in respect of any claim for payment, as applicable.

(c) Within 30 days after the expiration of any such policy, such Grantor shall furnish the Collateral Agent with evidence satisfactory to the Collateral Agent that the policy or certificate has been renewed or replaced or is no longer required by this Security Agreement.

(d) Each Grantor hereby makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent in good faith), for the benefit of the Secured Parties, as such Grantor's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item or payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance, which appointment is coupled with an interest and is irrevocable prior to when all Obligations (other than obligations in respect of any Secured Cash Management Agreement or Secured Hedge Agreement not yet due and payable and contingent indemnification obligations) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding (whereupon it shall automatically terminate without any action by any Person); provided, however, that the powers pursuant to such appointment shall be exercisable only upon the occurrence and during the continuation of an Event of Default.

(e) In the event such Grantor shall fail to maintain, or fail to cause to be maintained, the full insurance coverage required by Section 6.07 of the Credit Agreement, the Collateral Agent may (but shall be under no obligation to), without waiving or releasing any Secured Obligation or Default or Event of Default by such Grantor hereunder, contract for the required policies of insurance and pay the premiums on the same or make any required repairs, renewals and replacements; and all reasonable and documented out-of-pocket sums so disbursed by the Collateral Agent, including Attorneys' Costs, court costs, expenses and other charges related thereto, shall be payable by such Grantor to the Collateral Agent within ten (10) days following written demand therefore, shall be additional Secured Obligations secured by the Collateral, and (in addition to other rights and remedies resulting from such nonpayment) shall bear interest from the date of demand until paid in full at the Default Rate.

11. Rights and Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, the Collateral Agent shall have the following rights and remedies on behalf of the Secured Parties in addition to any rights and remedies set forth elsewhere in this Security Agreement or the other Loan Documents, all of which may be exercised with or, if allowed by law, without notice to a Grantor:

(a) All of the rights and remedies of a secured party under the UCC or under other applicable law, all of which rights and remedies shall be cumulative, and none of which shall be exclusive, to the extent permitted by law, in addition to any other rights and remedies contained in this Security Agreement or any other Loan Document;

(b) The right to foreclose the Liens and security interests created under this Security Agreement by any available judicial procedure or without judicial process;

(c) The right to (i) enter upon the premises of a Grantor through self-help and without judicial process, without first obtaining a final judgment or giving such Grantor notice or opportunity for a hearing on the validity of the Collateral Agent's claim and without any obligation to pay rent to such Grantor, or any other place or places where any Collateral is located and kept, and remove the Collateral therefrom to the premises of the

Collateral Agent or any agent of the Collateral Agent, for such time as the Collateral Agent may desire, in order effectively to collect or liquidate the Collateral, (ii) require such Grantor or any bailee or other agent of such Grantor to assemble the Collateral and make it available to the Collateral Agent at a place to be designated by the Collateral Agent that is reasonably convenient to both parties, and (iii) notify any or all Persons party to a Qualifying Control Agreement or who otherwise have possession of or control over any Collateral of the occurrence of an Event of Default and other appropriate circumstances, and exercise control over and take possession or custody of any or all Collateral in the possession, custody or control of such other Persons;

(d) The right to (i) exercise all of a Grantor's rights and remedies with respect to the collection of Accounts, Chattel Paper, Instruments and General Intangibles (collectively, "Payment Collateral"), including the right to demand payment thereof and enforce payment, by legal proceedings or otherwise; (ii) settle, adjust, compromise, extend or renew all or any Payment Collateral or any legal proceedings pertaining thereto; (iii) discharge and release all or any Payment Collateral; (iv) take control, in any manner, of any item of payment or proceeds referred to in Section 5 above; (v) prepare, file and sign a Grantor's name on any Proof of Claim in bankruptcy, notice of Lien, assignment or satisfaction of Lien or similar document in any action or proceeding adverse to any obligor under any Payment Collateral or otherwise in connection with any Payment Collateral; (vi) endorse the name of a Grantor upon any chattel paper, document, instrument, invoice, freight bill, bill of lading or similar document or agreement relating to any Collateral; (vii) use the information recorded on or contained on a Grantor's internet website or otherwise in any data processing equipment and computer hardware and software relating to any Collateral to which a Grantor has access; (viii) open such Grantor's mail and collect any and all amounts due to such Grantor from any Account Debtors or other obligor in respect of Payment Collateral; (ix) take over such Grantor's post office boxes or make other arrangements as the Collateral Agent, on behalf of the Secured Parties, deems necessary to receive such Grantor's mail, including notifying the post office authorities to change the address for delivery of such Grantor's mail to such address as the Collateral Agent, on behalf of the Secured Parties, may designate; (x) notify any or all Account Debtors or other obligor on any Payment Collateral that such Payment Collateral has been assigned to the Collateral Agent for the benefit of the Secured Parties and that Collateral Agent has a security interest therein for the benefit of the Secured Parties (provided that the Collateral Agent may at any time give such notice to an Account Debtor that is a department, agency or authority of the United States government); each Grantor hereby agrees that any such notice, in the Collateral Agent's sole discretion, may (but need not) be sent on such Grantor's stationery, in which event such Grantor shall co-sign such notice with the Collateral Agent if requested to do so by the Collateral Agent; and (xi) do all acts and things and execute all documents necessary, in Collateral Agent's reasonable discretion, to collect the Payment Collateral; and

(e) The right to sell all or any Collateral in its then existing condition, or after any further manufacturing or processing thereof, at such time or times, at public or private sale or sales, with such notice as may be required by law, in lots or in bulk, for cash or on credit, with or without representations and warranties, all as the Collateral Agent, in its sole discretion, may deem advisable. The Collateral Agent shall have the right to con-

duct such sales on a Grantor's premises or elsewhere and shall have the right to use a Grantor's premises without charge for such sales for such time or times as the Collateral Agent may see fit. The Collateral Agent may, if it deems it reasonable, postpone or adjourn any sale of the Collateral from time to time by an announcement at the time and place of such postponed or adjourned sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that the Collateral Agent has no obligation to preserve rights to the Collateral against prior parties or to marshal any Collateral for the benefit of any Person. The Collateral Agent for the benefit of the Secured Parties is hereby granted an irrevocable fully paid license or other right (including each Grantor's rights under any license or any franchise agreement), each of which shall remain in full force and effect until all Obligations (other than obligations in respect of any Secured Cash Management Agreement or Secured Hedge Agreement not yet due and payable and contingent indemnification obligations) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding, to use, without charge, each of the labels, patents, copyrights, names, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature owned or licensed by any Grantor, as it pertains to the Collateral, in completing production of, advertising for sale and selling any Collateral. If any of the Collateral shall require repairs, maintenance, preparation or the like, or is in process or other unfinished state, the Collateral Agent shall have the right, but shall not be obligated, to perform such repairs, maintenance, preparation, processing or completion of manufacturing for the purpose of putting the same in such saleable form as the Collateral Agent shall deem appropriate, but the Collateral Agent shall have the right to sell or dispose of the Collateral without such processing and no Grantor shall have any claim against the Collateral Agent for the value that may have been added to such Collateral with such processing. In addition, each Grantor agrees that in the event notice is necessary under applicable law, written notice mailed to such Grantor in the manner specified herein ten (10) days prior to the date of public sale of any of the Collateral or prior to the date after which any private sale or other disposition of the Collateral will be made shall constitute commercially reasonable notice to such Grantor. All notice is hereby waived with respect to any of the Collateral which threatens to decline speedily in value or is of a type customarily sold on a recognized market. The Collateral Agent may purchase all or any part of the Collateral at public or, if permitted by law, private sale, free from any right of redemption which is hereby expressly waived by such Grantor and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Secured Obligations.

The net cash proceeds resulting from the collection, liquidation, sale, or other disposition of the Collateral shall be applied first to the expenses (including all Attorneys' Costs) of retaking, holding, storing, processing and preparing for sale, selling, collecting, liquidating and the like, and then to the satisfaction of all Secured Obligations in accordance with the terms of Section 8.03 of the Credit Agreement. Each Grantor shall be liable to the Collateral Agent, for the benefit of the Secured Parties, and shall pay to the Collateral Agent, for the benefit of the Secured Parties, on demand any deficiency which may remain after such sale, disposition, collection or liquidation of the Collateral.

12. Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent as the Grantor's attorney-in-fact for the purposes of carrying out the provisions of this Security Agree-

ment and taking any action and executing any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest; provided, that the Collateral Agent shall have and may exercise rights under this power of attorney only upon the occurrence and during the continuance of an Event of Default. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right and power

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to endorse such Grantor's name on any checks, notes, drafts or any other payment relating to or constituting proceeds of the Collateral which comes into the Collateral Agent's possession or the Collateral Agent's control, and deposit the same to the account of the Collateral Agent, for the benefit of the Secured Parties, on account and for payment of the Secured Obligations;

(d) to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent, for the benefit of the Secured Parties, with respect to any of the Collateral; and

(e) to execute, in connection with any sale or other disposition of Collateral provided for herein, any endorsement, assignments, or other instruments of conveyance or transfer with respect thereto.

13. Reinstatement. The granting of a security interest in the Collateral and the other provisions hereof shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party or is repaid by any Secured Party in whole or in part in good faith settlement of a pending or threatened avoidance claim, whether upon the insolvency, bankruptcy or reorganization of any Grantor or any other Loan Party or otherwise, all as though such payment had not been made. The provisions of this Section 13 shall survive repayment of all of the Secured Obligations and the termination or expiration of this Security Agreement in any manner.

14. Certain Waivers by the Grantors. Until such time as this Security Agreement shall terminate in accordance with Section 23 hereof, each Grantor waives to the extent permitted by applicable law (a) any right to require any Secured Party or any other obligee of the Secured Obligations to (i) proceed against any Person or entity, including without limitation any Loan Party, (ii) proceed against or exhaust any Collateral or other collateral for the Secured Obligations, or (iii) pursue any other remedy in its power, (b) any defense arising by reason of any disability or other defense of any other Person, or by reason of the cessation from any cause whatsoever of the liability of any other Person or entity, (c) any right of subrogation, and (d) any right to enforce any remedy which any Secured Party or any other obligee of the Secured Obliga-

tions now has or may hereafter have against any other Person and any benefit of and any right to participate in any collateral or security whatsoever now or hereafter held by the Collateral Agent for the benefit of the Secured Parties. Each Grantor authorizes each Secured Party and each other obligee of the Secured Obligations without notice (except notice required by applicable law) or demand and without affecting its liability hereunder or under the Loan Documents from time to time to: (x) take and hold security, other than the Collateral herein described, for the payment of such Secured Obligations or any part thereof, and exchange, enforce, waive and release the Collateral herein described or any part thereof or any such other security; and (y) apply such Collateral or other security and direct the order or manner of sale thereof as such Secured Party or obligee in its discretion may determine.

The Collateral Agent may at any time deliver (without representation, recourse or warranty) the Collateral or any part thereof to a Grantor and the receipt thereof by such Grantor shall be a complete and full acquittance for the Collateral so delivered, and the Collateral Agent shall thereafter be discharged from any liability or responsibility therefor.

15. Continued Powers. Until all Obligations (other than obligations in respect of any Secured Cash Management Agreement or Secured Hedge Agreement not yet due and payable and contingent indemnification obligations) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding, the power of sale and other rights, powers and remedies granted to the Collateral Agent for the benefit of the Secured Parties hereunder shall continue to exist and may be exercised by the Collateral Agent at any time and from time to time, subject to the terms herein, irrespective of the fact that any of the Secured Obligations or any part thereof may have become barred by any statute of limitations or that any part of the liability of any Grantor may have ceased.

16. Other Rights. The rights, powers and remedies given to the Collateral Agent for the benefit of the Secured Parties by this Security Agreement shall be in addition to all rights, powers and remedies given to the Collateral Agent or any Secured Party under any other Loan Document or by virtue of any statute or rule of law. Any forbearance or failure or delay by the Collateral Agent in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof; and every right, power and remedy of the Secured Parties shall continue in full force and effect until such right, power or remedy is specifically waived in accordance with the terms of the Credit Agreement or this Security Agreement, as applicable.

17. Anti-Marshaling Provisions. The right is hereby given by each Grantor to the Collateral Agent, for the benefit of the Secured Parties, to make releases (whether in whole or in part) of all or any part of the Collateral agreeable to the Collateral Agent without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors, which releases shall not impair in any manner the validity of or priority of the Liens and security interests in the remaining Collateral conferred hereunder, nor release any Grantor from personal liability for the Secured Obligations. Notwithstanding the existence of any other security interest in the Collateral held by the Collateral Agent, for the benefit of the Secured Parties, the Collateral Agent shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided in this Security Agreement. Each Grantor hereby waives any

and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein or in any other Loan Document.

18. Entire Agreement. This Security Agreement and each Security Joinder Agreement, together with the Credit Agreement and other Loan Documents, constitute and express the entire understanding between the parties hereto with respect to the subject matter hereof, and supersede all prior negotiations, agreements, understandings, inducements, commitments or conditions, express or implied, oral or written, except as contained in the Loan Documents. The express terms hereof and of the Security Joinder Agreements control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof and thereof. Except as provided in Section 23, neither this Security Agreement nor any Security Joinder Agreement nor any portion or provision hereof or thereof may be changed, altered, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than as provided in the Credit Agreement.

19. Third Party Reliance. Each Grantor hereby consents and agrees that all issuers of or obligors in respect of any Collateral, and all securities intermediaries, warehousemen, bailees, public officials and other Persons having any interest in, possession of, control over or right, privilege, duty or discretion in respect of, any Collateral shall be entitled to accept the provisions hereof and of the Security Joinder Agreements as conclusive evidence of the right of the Collateral Agent, on behalf of the Secured Parties, to exercise its rights hereunder or thereunder with respect to the Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by any Grantor or any other Person to any of such Persons.

20. Binding Agreement; Assignment. This Security Agreement and each Security Joinder Agreement, and the terms, covenants and conditions hereof and thereof, shall be binding upon and inure to the benefit of the parties hereto and thereto, and to their respective successors and assigns, except that no Grantor shall be permitted to assign this Security Agreement, any Security Joinder Agreement or any interest herein or therein or, except as expressly permitted herein or in the Credit Agreement, in the Collateral or any part thereof or interest therein. Without limiting the generality of the foregoing sentence of this Section 20, any Lender may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, subject however, to the provisions of the Credit Agreement, including Article IX thereof (concerning the Collateral Agent) and Section 10.06 thereof (concerning assignments and participations). All references herein to the Collateral Agent and to the Secured Parties shall include any successor thereof or permitted assignee, and any other obligees from time to time of the Secured Obligations.

21. Severability. If any provision hereof shall for any reason be held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Security Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal,

invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

22. Counterparts. This Security Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart executed by the Grantor against whom enforcement is sought. Without limiting the foregoing provisions of this Section 22, the provisions of Section 10.10 of the Credit Agreement shall be applicable to this Security Agreement.

23. Termination. (a) Subject to the provisions of Section 13, this Security Agreement and each Security Joinder Agreement, and all obligations of the Grantors hereunder (excluding those obligations and liabilities that expressly survive such termination) shall terminate without delivery of any instrument or performance of any act by any party when all Obligations (other than obligations in respect of any Secured Cash Management Agreement or Secured Hedge Agreement not yet due and payable and contingent indemnification obligations) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding; and (b) upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any Person that is not a Grantor, the security interest in such Collateral shall be automatically released, upon any Grantor hereunder ceasing to be a Domestic Subsidiary in a transaction that is permitted under the Credit Agreement, the security interests in any Collateral owned by such Person shall be automatically released or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.01 of the Credit Agreement, the security interest in such Collateral shall be automatically released. Upon such termination or release pursuant to clause (a) or (b) of this Section, the Collateral Agent shall, at the request and sole expense of the Grantors, promptly deliver to the Grantors such termination statements and take such further actions as the Grantors may reasonably request to terminate of record, or otherwise to give appropriate notice of the termination of, any Lien conferred hereunder.

24. Notices. All notices and communications hereunder shall be given to the addresses and otherwise made in accordance with Section 10.02 of the Credit Agreement; provided that notices and communications to any Grantor shall be directed to such applicable Grantor, at the address of the Borrowers Representative set forth in Schedule 10.02 of the Credit Agreement.

25. Joinder. Each Person that shall at any time execute and deliver to the Collateral Agent a Security Joinder Agreement substantially in the form attached as Exhibit A hereto (a “Security Joinder Agreement”) shall thereupon irrevocably, absolutely and unconditionally become a party hereto and obligated hereunder as a Grantor and shall have thereupon pursuant to Section 2 hereof granted a security interest in and collaterally assigned to the Collateral Agent for the benefit of the Secured Parties all Collateral in which it has at its Applicable Date or thereafter acquires any interest or the power to transfer, and all references herein and in the other Loan Documents to the Grantors or to the parties to this Security Agreement shall be deemed to include such Person as a Grantor hereunder. Each Security Joinder Agreement shall be accompanied by the Supplemental Schedules (as defined in each such Security Joinder Agreement), appropriately completed with information relating to the Grantor executing such Security Joinder Agreement and its property. Each of the applicable Schedules attached hereto shall be deemed

amended and supplemented without further action by such information reflected on the Supplemental Schedules.

26. Rules of Interpretation. The rules of interpretation contained in Article I of the Credit Agreement shall be applicable to this Security Agreement and each Security Joinder Agreement and are hereby incorporated by reference. All representations and warranties contained herein shall survive the delivery of documents and any Credit Extensions referred to herein or secured hereby.

27. Governing Law; Submission to Jurisdiction; Venue; WAIVER OF JURY TRIAL; USA PATRIOT ACT. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. Without limiting the general applicability of the foregoing and the terms of the other Loan Documents to this Guaranty and the parties hereto, the terms of Sections 10.14, 10.15 and 10.18 of the Credit Agreement are incorporated herein by reference, mutatis mutandis, with each reference to the “Borrowers” therein (whether express or by reference to any Borrower as a “party” thereto) being a reference to the Grantors, and the parties hereto agree to such terms.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties have duly executed this Security Agreement on the day and year first written above.

GRANTOR:

CANCER TREATMENT CENTERS OF AMERICA, INC.

By: BSA
Name: Benjamin Seib
Title: Chief Financial Officer

CANCER TREATMENT CENTERS OF AMERICA GLOBAL, INC.

By: BSA
Name: Benjamin Seib
Title: Chief Financial Officer

CTCA ADMINISTRATIVE SERVICES, INC.

By: BSA
Name: Benjamin Seib
Title: Chief Financial Officer

CTCA SHARED SERVICES, INC.

By: BSA
Name: Benjamin Seib
Title: Chief Financial Officer

MIDWESTERN REGIONAL MEDICAL CENTER, INC.

By: BSA
Name: Benjamin Seib
Title: Treasurer

SOUTHWESTERN REGIONAL MEDICAL CENTER, INC.

By: BSA
Name: Benjamin Seib
Title: Treasurer

**EASTERN REGIONAL MEDICAL CENTER,
INC.**

By: BSI
Name: Benjamin Seib
Title: Treasurer

**WESTERN REGIONAL MEDICAL CENTER,
INC.**

By: BSI
Name: Benjamin Seib
Title: Treasurer

**SOUTHEASTERN REGIONAL MEDICAL
CENTER, INC**

By: BSI
Name: Benjamin Seib
Title: Treasurer

PATIENT FIRST, S.C.

By: BSI
Name: Benjamin Seib
Title: Assistant Treasurer

**CANCER TREATMENT CENTERS OF
AMERICA PROFESSIONAL CORPORATION
OF OKLAHOMA, INC.**

By: BSI
Name: Benjamin Seib
Title: Assistant Treasurer

**CANCER TREATMENT CENTERS OF
AMERICA PROFESSIONAL CORPORATION
OF PENNSYLVANIA, P.C.**

By: BSI
Name: Benjamin Seib
Title: Assistant Treasurer

**CANCER TREATMENT CENTERS OF
AMERICA PROFESSIONAL CORPORATION
OF ARIZONA, P.C.**

By: BSI
Name: Benjamin Seib
Title: Assistant Treasurer

**CANCER TREATMENT CENTERS OF
AMERICA PROFESSIONAL CORPORATION
OF GEORGIA, P.C.**

By: BS
Name: Benjamin Seib
Title: Treasurer

ZION HEALTHCARE PROPERTIES, INC.

By: BS
Name: Benjamin Seib
Title: Treasurer

**EXPEDITION PROPERTIES LLC, D/B/A
TULSA HEALTHCARE PROPERTIES**

By: _____
Name: Cornel Williams
Title: Manager

**PHILADELPHIA HEALTHCARE PROPERTIES
LLC**

By: _____
Name: Cornel Williams
Title: Manager

ARIZONA HEALTHCARE PROPERTIES LLC

By: _____
Name: Cornel Williams
Title: Manager

GEORGIA HEALTHCARE PROPERTIES, LLC

By: _____
Name: Cornel Williams
Title: Manager

BASSWOOD ENTERPRISES, LLC

By: _____
Name: Cornel Williams
Title: Manager

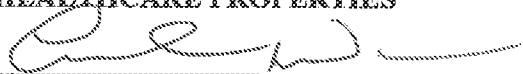
**CANCER TREATMENT CENTERS OF
AMERICA PROFESSIONAL CORPORATION
OF GEORGIA, P.C.**

By: _____
Name: Benjamin Seib
Title: Treasurer


ZION HEALTHCARE PROPERTIES, INC.

By: _____
Name: Benjamin Seib
Title: Treasurer

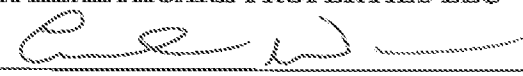
**EXPEDITION PROPERTIES LLC, D/B/A
TULSA HEALTHCARE PROPERTIES**

By: 
Name: Cornel Williams
Title: Manager

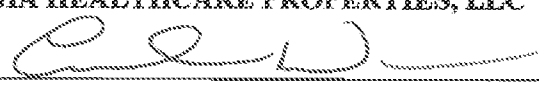
**PHILADELPHIA HEALTHCARE PROPERTIES
LLC**

By: 
Name: Cornel Williams
Title: Manager

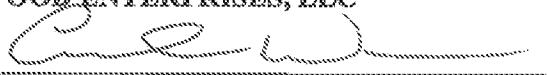
ARIZONA HEALTHCARE PROPERTIES LLC

By: 
Name: Cornel Williams
Title: Manager

GEORGIA HEALTHCARE PROPERTIES, LLC

By: 
Name: Cornel Williams
Title: Manager

BASSWOOD ENTERPRISES, LLC

By: 
Name: Cornel Williams
Title: Manager

INTERNATIONAL AVIATION LLC

By: 

Name: Cornel Williams

Title: Manager

**INTERNATIONAL AVIATION PROPERTIES,
LLC**

By: 

Name: Cornel Williams

Title: Manager

5900 BROKEN SOUND, LLC

By: 

Name: Cornel Williams

Title: Manager

**ICMC, LIMITED LIABILITY LIMITED
PARTNERSHIP, acting by and through its sole
General Partner to wit:**

By: **IC&MC, LLC**

By: 

Name: Cornel Williams

Title: Manager

IC&MC, LLC

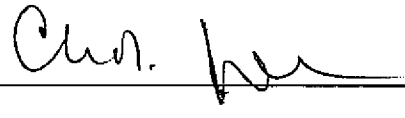
By: 

Name: Cornel Williams

Title: Manager

COLLATERAL AGENT:

GOLDMAN SACHS BANK USA, as Collateral
Agent

By: 
Name: _____
Title: _____

Charles D. Johnston
Authorized Signatory

SCHEDULE 2(n)

Commercial Tort Claims

None.

SCHEDULE 7(f)**Grantor Information**

Name (including any name during the 5 year period preceding the date hereof)	Jurisdiction/Form of Organization	Identification Number	Address of Chief Executive Officer
Cancer Treatment Centers of America, Inc.	Illinois corporation	D 5625-306-8	1336 Basswood Road, Schaumburg, IL 60173
Cancer Treatment Centers of America Global, Inc.	Florida S corporation	P14000043300	5900 Broken Sound Parkway NW, Boca Raton, FL 33487
CTCA Administrative Services, Inc.	Illinois S corporation	6951-804-4	1336 Basswood Road, Schaumburg, IL 60173
CTCA Shared Services, Inc.	Illinois S corporation	6951-802-8	676 137th Avenue, Goodyear, AZ 85338
Midwestern Regional Medical Center, Inc.	Illinois corporation	D 5058-721-5	2520 Elisha Avenue, Zion, IL 60099
Southwestern Regional Medical Center, Inc.	Oklahoma corporation	1900497089	10109 E. 79th Street, Tulsa, OK 74133
Eastern Regional Medical Center, Inc.	Pennsylvania corporation	3221569	1331 E. Wyoming Avenue, Philadelphia, PA 19124
Western Regional Medi-	Arizona corpora-	13505440	14200 Celebrate Life Way, Goodyear, AZ 85338

cal Center, Inc.	tion		
Southeastern Regional Medical Center, Inc f/k/a Cancer Treatment Centers of America of the Southeast, Inc.	Georgia corpora- tion	09020319	600 Celebrate Life Parkway, Newnan, GA 30265
Patient First, S.C.	Illinois medical service corporation	D 6059-078-8	2520 Elisha Avenue, Zion, IL 60099
Cancer Treatment Centers of America Professional Corporation of Oklahoma, Inc.	Oklahoma corporation	2200491117	10109 E. 79th Street, Tulsa, OK 74133
Cancer Treatment Centers of America Professional Corporation of Pennsylvania, P.C.	Pennsylvania professional corpora- tion	3221389	1331 E. Wyoming Avenue, Philadelphia, PA 19124
Cancer Treatment Centers of America Professional Corporation of Arizona, P.C.	Arizona professional corporation	1473551-5	14200 Celebrate Life Way, Goodyear, AZ 85338
Cancer Treatment Centers of America Professional Corporation of Georgia, P.C.	Georgia professional corporation	11074780	600 Celebrate Life Parkway, Newnan, GA 30265
Zion Healthcare Properties, Inc.	Illinois corporation	D 5628-772-8	2520 Elisha Avenue, Zion, IL 60099

Expedition Properties LLC, d/b/a Tulsa Healthcare Properties	Illinois limited liability company	00837199	10109 E. 79th Street, Tulsa, OK 74133 1336 Basswood Road, Schaumburg, IL 60173
Philadelphia Healthcare Properties LLC	Pennsylvania limited liability company	3224223	1331 E. Wyoming Avenue, Philadelphia, PA 19124 1336 Basswood Road, Schaumburg, IL 60173
Arizona Healthcare Properties, LLC	Arizona limited liability company	L-1369120-0	14200 Celebrate Life Way, Goodyear, AZ 85338 1336 Basswood Road, Schaumburg, IL 60173
Georgia Healthcare Properties, LLC	Georgia limited liability company	09017684	600 Celebrate Life Parkway, Newnan, GA 30265 1336 Basswood Road, Schaumburg, IL 60173
Basswood Enterprises, LLC	Illinois limited liability company	01324764	1336 Basswood Road, Schaumburg, IL 60173 500 Remington Road, Schaumburg, IL 60173
International Aviation LLC	Illinois limited liability company	01072196	1336 Basswood Road, Schaumburg, IL 60173
International Aviation Properties, LLC	Illinois limited liability company	02904705	1066 S. Milwaukee Avenue, Wheeling, IL 60090 1336 Basswood Road, Schaumburg, IL 60173
5900 Broken Sound, LLC	Florida limited liability company	L16000077472	5900 Broken Sound Parkway NW, Boca Raton, FL 33487
ICMC, Limited Liability Partnership	U.S. Virgin Islands limited liability partnership	LLLP-0039-2003	1600 Kongens Gade, St. Thomas, USVI 00802

IC&MC, LLC, f/k/a ICMC, LLC, f/k/a Inter- national Capital & Man- agement Company, LLC	Delaware limited liability company	6022648	1600 Kongens Gade, St. Thomas, USVI 00802
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SCHEDULE 9(f)

Deposit Accounts

Grantor	Name and Address of Depository Institution	Account No.
ICMC, Limited Liability Limited Partnership	Wells Fargo Bank, N.A. (182) P.O. Box 63020, San Francisco, CA 94163	4000099226
ICMC, Limited Liability Limited Partnership	FIRST BANK P.O. Box 309600, St. Thomas, VI 00803	7325002377

SCHEDULE 9(h)

Intellectual Property Collateral

A. U.S. Federally Issued or Applied for Patents.

None.

B. U.S. Federally Registered and Applied for Copyrights.

None.

C. U.S. Federally Registered or Applied for Trademarks.

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status	Liens / Issues
CANCER TREATMENT CENTERS OF AMERICA, PHOENIX	US State (AZ)	615195 10-FEB- 2015	615195 10-FEB- 2015	Western Regional Medical Center, Inc.	Registered	None
CELEBRATE LIFE	US State (IL)	64116 20-MAR- 1989	64116 20-MAR- 1989	Midwestern Re- gional Medical Center, Inc.	Registered	None
BRIGHTWELL HEALTH	US State (ND)	40217700 30-NOV- 2015	40217700 30-NOV- 2015	Southwestern Re- gional Medical Center, Inc.	Registered	None
PHARMACY AND NUTRITION SHOPPE	US State (ND)	39725100 31-AUG- 2015	39725100 31-AUG- 2015	Southwestern Re- gional Medical Center, Inc.	Registered	None
INTERNATIONAL AVIATION, LLC DELIVERING QUALITY SERVICES	United States	4145825 22-MAY- 2012	85411525 31-AUG- 2011	International Avia- tion, LLC	Registered	None

D. Domain Names.

None.

E. IP Licenses.

1. Licensing and Services Agreement, dated as of July 1, 2014, by and between Rising Tide Foundation and Cancer Treatment Centers of America Global, Inc., as amended on January 1, 2016.

EXHIBIT A

[FORM OF]

SECURITY JOINDER AGREEMENT

THIS SECURITY JOINDER AGREEMENT dated as of [●], 20[●] (this “Security Joinder Agreement”), is made by [●], a [●] (the “Joining Grantor”), in favor of GOLDMAN SACHS BANK USA, in its capacity as Collateral Agent (the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referenced below; all capitalized terms used but not defined herein shall have the meanings given to such terms in such Security Agreement or, if not defined therein, in the Credit Agreement referenced below).

RECITALS:

A. In connection with that certain Credit Agreement dated as of July 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CANCER TREATMENT CENTERS OF AMERICA, INC., an Illinois corporation (“CTCA Inc.”), CANCER TREATMENT CENTERS OF AMERICA GLOBAL, INC., a Florida S corporation (“CTCA”), CTCA ADMINISTRATIVE SERVICES, INC., an Illinois S corporation (“CTCA Admin”), CTCA SHARED SERVICES, INC., an Illinois S corporation (“CTCA Shared”), MIDWESTERN REGIONAL MEDICAL CENTER, INC., an Illinois corporation (“MRMC”), SOUTHWESTERN REGIONAL MEDICAL CENTER, INC., an Oklahoma corporation (“SRMC”), EASTERN REGIONAL MEDICAL CENTER, INC., a Pennsylvania corporation (“ERMC”), WESTERN REGIONAL MEDICAL CENTER, INC., an Arizona corporation (“WRMC”), SOUTHEASTERN REGIONAL MEDICAL CENTER, INC., a Georgia corporation (“SEMC”), PATIENT FIRST, S.C., an Illinois medical corporation (“PF”), CANCER TREATMENT CENTERS OF AMERICA PROFESSIONAL CORPORATION OF OKLAHOMA, INC., an Oklahoma corporation (“PCO”), CANCER TREATMENT CENTERS OF AMERICA PROFESSIONAL CORPORATION OF PENNSYLVANIA, P.C., a Pennsylvania professional corporation (“PCP”), CANCER TREATMENT CENTERS OF AMERICA PROFESSIONAL CORPORATION OF ARIZONA, P.C., an Arizona professional corporation (“PCA”), CANCER TREATMENT CENTERS OF AMERICA PROFESSIONAL CORPORATION OF GEORGIA, P.C., a Georgia professional corporation (“PCG”), ZION HEALTHCARE PROPERTIES, INC., an Illinois corporation (“ZHP”), EXPEDITION PROPERTIES LLC, d/b/a TULSA HEALTHCARE PROPERTIES, an Illinois limited liability company (“THP”), PHILADELPHIA HEALTHCARE PROPERTIES LLC, a Pennsylvania limited liability company (“PHP”), ARIZONA HEALTHCARE PROPERTIES, LLC, an Arizona limited liability company (“AHP”), GEORGIA HEALTHCARE PROPERTIES, LLC, a Georgia limited liability company (“GHP”), BASSWOOD ENTERPRISES, LLC, an Illinois limited liability company (“BW”), INTERNATIONAL AVIATION LLC, an Illinois limited liability company (“IA”), INTERNATIONAL AVIATION PROPERTIES, LLC, an Illinois limited liability company (“IAP”) and 5900 BROKEN SOUND, LLC, a Florida limited liability company (“5900” and together with CTCA Inc., CTCA, CTCA Admin, CTCA Shared, MRMC, SRMC, ERMC, WRMC, SEMC, PF, PCO, PCP, PCA, PCG, ZHP, THP, PHP, AHP, GHP, BW, IA and

IAP, the “Borrowers” and each individually, a “Borrower”), the Administrative Agent, the other Loan Parties party thereto and the Lenders now or hereafter party thereto, the Borrowers are party to that certain Security Agreement dated as of July 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among, the Borrowers, certain other Grantors from time to time party thereto and the Collateral Agent.

B. The Joining Grantor is a Subsidiary of the Borrower and is required by the terms of the Credit Agreement to become a Guarantor and be joined as a party to the Security Agreement as a Grantor.

C. The Joining Grantor will materially benefit directly and indirectly from the making and maintenance of the extensions of credit made from time to time under the Credit Agreement, Secured Cash Management Agreements and Secured Hedge Agreements.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement, Secured Cash Management Agreements and Secured Hedge Agreements, the Joining Grantor hereby agrees as follows:

1. **Joinder.** The Joining Grantor hereby irrevocably, absolutely and unconditionally becomes a party to the Security Agreement as a Grantor and bound by all the terms, conditions, obligations, liabilities and undertakings of each Grantor or to which each Grantor is subject thereunder, including without limitation the grant pursuant to Section 2 of the Security Agreement of a security interest to the Collateral Agent for the benefit of the Secured Parties in the property and property rights constituting Collateral of such Joining Grantor or in which such Joining Grantor has or may have or acquire an interest or the power to transfer rights therein, whether now owned or existing or hereafter created, acquired or arising and wheresoever located, as security for the payment and performance of the Secured Obligations, all with the same force and effect as if the Joining Grantor were a signatory to the Security Agreement.

2. **Affirmations.** The Joining Grantor hereby acknowledges and reaffirms as of the date hereof with respect to itself, its properties and its affairs each of the waivers, representations, warranties, acknowledgements and certifications applicable to any Grantor contained in the Security Agreement.

3. **Supplemental Schedules.** Attached to this Security Joinder Agreement are duly completed schedules (the “Supplemental Schedules”) supplementing as thereon indicated the respective Schedules to the Security Agreement. The Joining Grantor represents and warrants that the information contained on each of the Supplemental Schedules with respect to such Joining Grantor and its properties and affairs is true, complete and accurate as of the date hereof.

4. **Severability.** The provisions of this Security Joinder Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Security Joinder Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. **Counterparts.** This Security Joinder Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, and it

shall not be necessary in making proof of this Security Joinder Agreement to produce or account for more than one such counterpart executed by the Joining Grantor. Without limiting the foregoing provisions of this Section 5, the provisions of Section 10.10 of the Credit Agreement shall be applicable to this Security Joinder Agreement.

6. Delivery. The Joining Grantor hereby irrevocably waives notice of acceptance of this Security Joinder Agreement and acknowledges that the Secured Obligations are and shall be deemed to be incurred, and Borrowings under the Credit Agreement, Secured Cash Management Agreement and Secured Hedge Agreements made and maintained, in reliance on this Security Joinder Agreement and the Grantor's joinder as a party to the Security Agreement as herein provided.

7. Governing Law; Venue; Waiver of Jury Trial. The provisions of Section 27 of the Security Agreement are hereby incorporated by reference as if fully set forth herein.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Joining Grantor has duly executed and delivered this Security Joinder Agreement as of the day and year first written above.

JOINING GRANTOR:

By: _____

Name: _____

Title: _____

SUPPLEMENTAL
SCHEDULE 7(f)

Grantor Information

I.	II.	III.
Name (including any name during the 5 year period preceding the date hereof)	Jurisdiction of Formation/ Form of Organization/I.D. Number	Address of Chief Executive Office

Delivered pursuant to Security Joinder Agreement of _____.

Applicable Date: _____, 20__

SUPPLEMENTAL

SCHEDULE 9(f)

Deposit Accounts

Name and Address of		
Grantor	Depository Institution	Account No.

Delivered pursuant to Security Joinder Agreement of _____.

Applicable Date: _____, 20__

SCHEDULE 9(h)
Intellectual Property Collateral

A. U.S. Federally Issued or Applied for Patents.

U.S. Patent Registrations

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>

U.S. Patent Applications

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>

B. U.S. Federally Registered and Applied for Copyrights.

U.S. Copyright Registrations

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>

U.S. Copyright Applications

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>

C. U.S. Federally Registered or Applied for Trademarks.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>

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D. Domain Names.

E. IP Licenses.