

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM429963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
21st Century Oncology, Inc.		06/02/2017	Corporation: FLORIDA
21st Century Oncology Holdings, Inc.		06/02/2017	Corporation: DELAWARE
Arizona Radiation Therapy Management Services, Inc.		06/02/2017	Corporation: ARIZONA
21st Century Oncology of Alabama, LLC		06/02/2017	Limited Liability Company: FLORIDA
Carolina Regional Cancer Center, LLC		06/02/2017	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3647136	HOPE THAT GROWS	
Registration Number:	4515355	ACRA ARIZONA CANCER RESEARCH ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	669256-5		
NAME OF SUBMITTER:	Jean Paterson		

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SIGNATURE:	/jep/
DATE SIGNED:	06/05/2017
Total Attachments: 6 source=6-5-17 21st Century-TM#page1.tif source=6-5-17 21st Century-TM#page2.tif source=6-5-17 21st Century-TM#page3.tif source=6-5-17 21st Century-TM#page4.tif source=6-5-17 21st Century-TM#page5.tif source=6-5-17 21st Century-TM#page6.tif	

EXECUTION VERSION

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 2, 2017 is made by 21st Century Oncology, Inc., a Florida corporation and debtor-in-possession in the Chapter 11 Cases (as defined in the Credit Agreement referred to below) and each Subsidiary Guarantor (as defined in the Credit Agreement) that is a party hereto as a Grantor (collectively, the "Grantors"), in favor of Morgan Stanley Senior Funding, Inc., located at 1858 Broadway, New York NY, 10036, as administrative agent for the Lenders (as defined in the Credit Agreement) and as collateral agent for the Secured Parties (as defined in the Credit Agreement) (in such capacities and, together with its successors and assigns in such capacities, the "Agent") under that certain Credit Agreement, dated as of June 2, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Grantors and the other Loan Parties (as defined therein), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, each Grantor and each other Loan Party filed a voluntary petition for relief under chapter 11 of title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York on May 25, 2017;

WHEREAS, each Grantor is continuing in the possession of its assets, and continuing to operate its business and manage its properties as a debtor and a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein and subject to the Orders (as defined in the Credit Agreement); and

WHEREAS, in connection with the Credit Agreement and the Orders, Holdings, the Borrower and the other Grantors have executed and delivered a Security Agreement, dated as of June 2, 2017, in favor of the Agent (together with all supplements, amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Orders, the Grantors pledged and granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in and lien over all Intellectual Property constituting Collateral (as defined in the Security Agreement) owned by the Grantors, including the Trademarks owned by the Grantors;

WHEREAS, pursuant and subject to the Orders, the security interests and liens granted with respect to the Trademarks constituting Collateral are valid, legal, binding, enforceable, non-avoidable and automatically and fully and properly perfected security interests in, and liens on, such Collateral prior to all other liens on the Collateral except for Permitted Liens (as defined in the Credit Agreement); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower pursuant to the Credit Agreement, each of the Grantors agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Each of the Grantors hereby pledges and grants a continuing security interest in, Lien on, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantors' right, title and interest in, to and under the Trademarks owned by the Grantors (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office, to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and the terms and conditions of the Orders. The Security Agreement and the Orders (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Cumulative Rights; Orders Govern; Acknowledgment. The security interests and Liens granted pursuant to this Agreement may be independently granted by the Security Agreement and/or the Orders. Notwithstanding anything to the contrary herein (i) this Agreement supplements and in no manner diminishes, impairs or limits the Credit Agreement, the Security Agreement, the Orders and the other Loan Documents, (ii) the security interests, Liens, grants, priorities, rights and remedies of the Secured Parties, on the one hand, and the obligations and liabilities of the Grantors, on the other hand, hereunder are cumulative to those under the Credit Agreement, the Security Agreement, the Orders and the other Loan Documents and (iii) the provisions of this Agreement are subject to the terms, covenants, conditions and provisions of the Credit Agreement, the Security Agreement, the Orders and the other Loan Documents, as applicable. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement and/or the Orders, as applicable, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth

herein. In the event of a conflict between the terms of Credit Agreement, the Security Agreement and the Orders, on the one hand, and this Agreement, on the other hand, the terms of the Credit Agreement, the Security Agreement and the Orders shall govern and control (provided, that, notwithstanding anything to the contrary herein or in any other Loan Document, the terms of the Orders shall at all times govern and control in the event of a conflict between the terms of thereof and the terms of the Credit Agreement, the Security Agreement or any other Loan Document).

SECTION 5. Valid and Perfected Security Interests. Upon entry of the applicable Order (a) the security interests in, and Liens on, the Trademark Collateral shall constitute valid, binding, enforceable, non-avoidable, and automatically and fully and properly perfected Liens and security interests, prior to all other liens and security interests in any of the Trademark Collateral, now existing or hereafter arising, in favor of any other creditor or any other Person whatsoever (subject only to the Carve-Out) and (b) notwithstanding anything in this Agreement or any other Loan Document, no financing statements, notices of Lien or similar instruments shall be required to be filed in any jurisdiction or filing office and no other actions shall be required to be taken by any Person in order to validate or perfect such Liens and security interests, which shall be automatically fully and properly perfected.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. Governing Law. The validity, construction, interpretation and enforcement of this Agreement, and the rights and obligations of the parties under this Agreement or related hereto, shall be determined under, governed by, and construed and interpreted in accordance with, the laws of the State of New York and, as may be applicable, the Bankruptcy Code. Section 10.12 of the Credit Agreement shall be incorporated by reference herein, and apply to, this Agreement, mutatis mutandis.

SECTION 8. Recordation. Each of the Grantors hereby authorizes the Commissioner for Trademarks to record this Agreement at the United States Patent and Trademark Office in connection with the Trademark Collateral.

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

21ST CENTURY ONCOLOGY, INC.

By: Paul Rundell
Name: Paul Rundell
Title: Interim Chief Executive Officer

21ST CENTURY ONCOLOGY HOLDINGS, INC.

By: Paul Rundell
Name: Paul Rundell
Title: Interim Chief Executive Officer

ARIZONA RADIATION THERAPY MANAGEMENT
SERVICES, INC.

By: Paul Rundell
Name: Paul Rundell
Title: Interim Chief Executive Officer

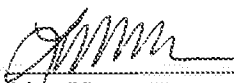
21ST CENTURY ONCOLOGY OF ALABAMA, LLC

By: Paul Rundell
Name: Paul Rundell
Title: Interim Chief Executive Officer

CAROLINA REGIONAL CANCER CENTER, LLC

By: Paul Rundell
Name: Paul Rundell
Title: Interim Chief Executive Officer

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: 

Name: Lisa Hanson

Title: Vice President

SCHEDULE A

U.S. Trademark Registrations

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Status</u>	<u>Current Owner</u>
HOPE THAT GROWS	U.S.	77/629414 12/9/2008	3647136 6/30/2009	44	Registered	Carolina Regional Cancer Center, LLC
ACRA ARIZONA CANCER RESEARCH ALLIANCE	U.S.	85/664,955 06/29/2012	4515355 04/15/2014		Registered	Arizona Radiation Therapy Management Services, Inc.

Applications: None

OTHER TRADEMARKS

None

Registrations:

<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg. No./Reg. Date</u>	<u>Current Owner</u>
COMPREHENSIVE CANCER CENTER OF ANDALUSIA	State of Alabama	112767 11/4/2011	21st Century Oncology of Alabama, LLC
21ST CENTURY ONCOLOGY and Design	State of Alabama	109244 7/7/2004	21st Century Oncology of AL, Inc. ¹
21ST CENTURY ONCOLOGY	State of Alabama	109243 7/7/2004	21st Century Oncology of AL, Inc.
DESERT OASIS CANCER CENTER	State of Arizona	277770 9/11/2002	Arizona Radiation Therapy Management Services, Inc.

¹ The current name of this entity is 21st Century Oncology of Alabama, LLC.