

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594065

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GenesisCare USA, Inc. (formerly known as 21st Century Oncology, Inc.)		08/25/2020	Corporation: FLORIDA
Carolina Regional Cancer Center, LLC		08/25/2020	Limited Liability Company: SOUTH CAROLINA

## RECEIVING PARTY DATA

<b>Name:</b>	Lucid Trustee Services Limited, as Agent
<b>Street Address:</b>	6th Floor, No 1 Building 1-5
<b>Internal Address:</b>	London Wall Buildings, London Wall
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2M 5PG
<b>Entity Type:</b>	Private Limited Company: ENGLAND

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	5945510	BE ONE DREAM TEAM
<b>Registration Number:</b>	5939449	BE 21ST CENTURY
<b>Registration Number:</b>	5939415	BE 21ST CENTURY ONCOLOGY
<b>Registration Number:</b>	5956820	NOTMY8
<b>Registration Number:</b>	6117306	21ST CENTURY ONCOLOGY
<b>Registration Number:</b>	3647136	HOPE THAT GROWS
<b>Serial Number:</b>	88130218	CRUSADE AGAINST CANCER

## CORRESPONDENCE DATA

Fax Number: 2124552502

*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: 2124553222

Email: jnull@stblaw.com

Correspondent Name: Alexander Raytman

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	003382/0001
<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	08/25/2020

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of 25 August, 2020 is made by GenesisCare USA, Inc. (formerly known as 21st Century Oncology, Inc.) and Carolina Regional Cancer Center, LLC (each a “Grantor”, and together, the “Grantors”), in favor of Lucid Trustee Services Limited, as Security Agent (the “Agent”) for the Secured Parties under that certain Intercreditor Agreement, dated as of October 23, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), between, among others, the Parent, the Security Agent and the financial institutions listed therein.

W I T N E S S E T H:

WHEREAS, each Grantor is party to the Intercreditor Agreement;

WHEREAS, in connection with the Secured Debt Documents, the Grantors have executed and delivered, as applicable, the Security Agreement or a written supplement in the form of Annex A thereto whereby the Grantors became a party to the Security Agreement, dated as of February 28, 2020, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree, for the benefit of the Agent and the Secured Parties, as follows:

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

2. Grant of Security Interest. Subject to the Agreed Security Principles, each Grantor hereby grants a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule A hereto, including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations; provided that (x) the Collateral for any Secured Obligations shall not include any Excluded Property and (y) none of the foregoing items shall constitute Collateral to the extent that the grant of the Security Interest therein would violate any Requirement of Law; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantors’ “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall

be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by 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 Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. For avoidance of doubt, the terms of this Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Debt Financing Agreements.

4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Debt Financing Agreements and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Permitted Matters or Other Steps. No provision of this Security Agreement shall operate or be construed so as to restrict any matter or other step taken by any Grantor with respect to its Collateral, in each case to the extent not expressly prohibited by the Debt Financing Agreements as applicable, and the Security Agent shall promptly enter into such documentation and/or take such other action as is required by a Grantor (acting reasonably) in order to facilitate any such matter or other step.

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.

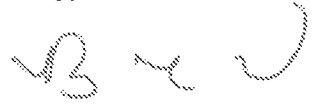
7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signatures follow]

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.

GenesisCare USA, Inc. (formerly known as 21st Century Oncology, Inc.),  
as Grantor

By:

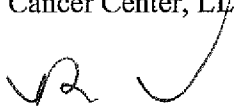


Name: Blake Howard

Title: Treasurer

Carolina Regional Cancer Center, LLC,  
as Grantor

By:

  
Name: Blake Howard  
Title: VP-Treasurer

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

**TRADEMARK**  
**REEL: 007033 FRAME: 0560**

LUCID TRUSTEE SERVICES LIMITED,  
as Security Agent

By:   
Name:  
Title: Kate Russell  
Authorised Signatory

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

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

Serial Number	Registration Number	Trademark	Entity
<b>88138696</b>	5945510	BE ONE DREAM TEAM	GenesisCare USA, Inc. (formerly known as 21st Century Oncology, Inc.)
<b>88138686</b>	5939449	BE 21ST CENTURY	GenesisCare USA, Inc. (formerly known as 21st Century Oncology, Inc.)
<b>88130965</b>	5939415	BE 21ST CENTURY ONCOLOGY	GenesisCare USA, Inc. (formerly known as 21st Century Oncology, Inc.)
<b>88130218</b>	N/A	CRUSADE AGAINST CANCER	GenesisCare USA, Inc. (formerly known as 21st Century Oncology, Inc.)
<b>88130209</b>	5956820	NOT MY 8	GenesisCare USA, Inc. (formerly known as 21st Century Oncology, Inc.)
<b>88746112</b>	6117306	21ST CENTURY ONCOLOGY	GenesisCare USA, Inc. (formerly known as 21st Century Oncology, Inc.)
<b>77629414</b>	3647136	HOPE THAT GROWS	Carolina Regional Cancer Center, LLC