

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN ONCOLOGY NETWORK, LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	1075 Peachtree St. NE, Suite 800		
Internal Address:	Attention: Brandon Fiddler		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87938785	PHYSICIAN LED. PRACTICE PROVEN.	
Serial Number:	87810450	AMERICA'S CHOICE FOR CANCER CARE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	21675111		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	05/03/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 30, 2021 (as it may hereafter from time to time be amended, restated, supplemented or otherwise modified, this "Agreement"), is made between **AMERICAN ONCOLOGY NETWORK, LLC**, a Delaware limited liability company ("Grantor"), and **PNC BANK, NATIONAL ASSOCIATION** (the "Bank").

WHEREAS, Grantor is a party to a Security Agreement dated as of April 30, 2021 (as it may hereafter from time to time be amended, restated, supplemented or otherwise modified, the "Security Agreement") among Grantor, the other grantors party thereto from time to time and the Bank pursuant to which each Grantor granted a security interest to the Bank in its Trademark Collateral (as defined below), and certain other financing documents and security documents executed by and between Grantor and the Bank (all such documents including this Agreement being collectively referred to as "Loan Documents").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Bank as follows:

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

SECTION 2. Grant of Security Interest.

2.1. Grant of Security. Grantor hereby pledges, collaterally assigns and grants to the Bank a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade name or derivations thereof), and regardless of where located (collectively, the "Trademark Collateral"):

(a) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading "Trademarks"; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(b) (i) any and all licensing agreements or similar arrangements in and to its Trademarks, including, without limitation, each agreement listed or required to be listed in Schedule A attached hereto under the heading "Trademark Licenses", (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the

Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. CHOICE OF LAW. THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE BANK AND GRANTOR DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, INCLUDING WITHOUT LIMITATION THE ELECTRONIC TRANSACTIONS ACT (OR EQUIVALENT) IN EFFECT IN THE STATE OF NEW YORK OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA.

SECTION 5. WAIVER OF JURY TRIAL. GRANTOR AND THE BANK IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. GRANTOR AND THE BANK ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

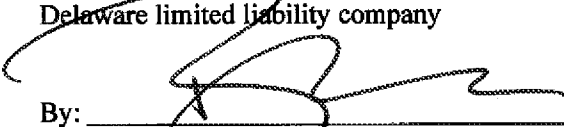
SECTION 6. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

AMERICAN ONCOLOGY NETWORK, LLC, a
Delaware limited liability company

By: 
Name: Bradley A. Precht
Title: President

[Signature page to PNC AON Trademark Security Agreement]

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TRADEMARK
REEL: 007277 FRAME: 0811

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION

By: Brandon Fiddler
Name: Brandon Fiddler
Title: Senior Vice President

[Signature page to PNC AON Trademark Security Agreement]

741210783

TRADEMARK
REEL: 007277 FRAME: 0812

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

REGISTERED TRADEMARKS

Application No.	Registration No.	Trademark	Owner
87938785	5945081	PHYSICIAN LED. PRACTICE PROVEN.	American Oncology Network, LLC LIMITED LIABILITY COMPANY DELAWARE 9160 Forum Corporate Parkway, Suite 350 Fort Myers FLORIDA 33905
87810450	5723524	AMERICA'S CHOICE FOR CANCER CARE	American Oncology Network, LLC LIMITED LIABILITY COMPANY DELAWARE 9160 Forum Corporate Parkway, Suite 350 Fort Myers FLORIDA 33905