

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		04/30/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Carolina Regional Cancer Center, LLC		
Street Address:	2270 Colonial Blvd.		
City:	Fort Myers		
State/Country:	FLORIDA		
Postal Code:	33907		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3647136	HOPE THAT GROWS	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	612598-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	04/30/2015		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS this “Release”) is made as of April 30, 2015 and granted by Wilmington Trust, National Association, in its capacity as Collateral Agent (in such capacity, the “Agent”) pursuant to the Second Lien Security Agreement dated as of May 10, 2012, among 21st Century Oncology, Inc. (the “Borrower”), 21st Century Oncology Holdings, Inc. (the “Parent”), the subsidiaries of the Borrower from time to time party thereto (each a “Pledgor” and together with the Borrower and the Parent, the “Pledgors”), and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and the Trademark Security Agreement dated as of May 10, 2012, among the Pledgors party thereto and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement” and together with the Security Agreement, the “Security Agreements”), in favor of the Pledgors. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Security Agreement.

WHEREAS, pursuant to the terms and conditions of the Security Agreements, the Pledgors granted to the Agent a continuing lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks including those set forth on Schedule I hereto, all goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”);

WHEREAS the Trademark Security Agreement has been recorded with the Assignment Division of the U.S. Patent and Trademark Office on May 16, 2012 at Reel Number 4780, Frame Number 0822; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels, re-pledges, reassigns and releases to the Pledgors any and all goodwill, rights, title, interest, liens and security interests in all Trademark Collateral, without warranty or recourse.

If and to the extent the Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the respective Pledgors, including, but not limited to, any and all rights to sue for and collect damages for past infringements.

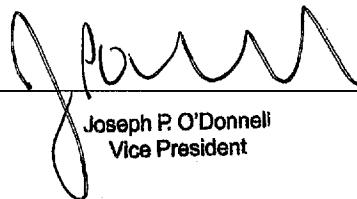
THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(signature page follows)

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

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Agent

By: _____



Name:

Joseph P. O'Donnell

Title:

Vice President

[Trademarks Release Signature Page]

TRADEMARK
REEL: 005507 FRAME: 0335

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Carolina Regional Cancer Center, LLC	3647136	HOPE THAT GROWS

Trademark Applications:

None.