

06-02-2000

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Patent and Trademark Office Commissioner of F

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d original documents or copy thereof.

1. Name of conveying party(ies): **RENEX CORP.**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (FL)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Conditional Assignment of and Security Interest in
Trademark Rights

Execution Date: May 5, 2000

2. Name and address of receiving party(ies):

Name: Lehman Commercial Paper Inc., as Administrative Agent

Internal Address: _____

Street Address: 3 World Financial CenterCity: New York State: NY ZIP: 10285

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,892,775Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: New York ZIP: 100176. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Kristopher E. Ahrend, Esq.

Name of Person Signing

Signature

5/11/00

Date

06/02/2000 DNGUYEN 00000072 1892775

Total number of pages comprising cover sheet: 8

01 FC-401

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002081 FRAME: 0714

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of April __, 2000 is made by Renex Corp., a Florida corporation (the "Additional Grantor"), in favor of Lehman Commercial Paper Inc., a New York corporation, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 23, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among National Nephrology Associates, Inc. (the "Borrower"), several additional signatories thereto (the "Grantors"), the Lenders, the Administrative Agent, Lehman Brothers Inc., as arranger ("Arranger"), and the other agents parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Grantors have executed and delivered a Guarantee and Collateral Agreement, dated as of December 23, 1998, in favor of Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower and the Grantors have pledged and granted to the Administrative Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks, Patents, and Copyrights;

WHEREAS, on February 1, 2000, the Additional Grantor executed an Assumption Agreement in favor of the Administrative Agent, under which the Additional Grantor agreed to become a party to the Guarantee and Collateral Agreement as a Grantor thereunder and expressly assumed all obligations and liabilities of a Grantor thereunder; and

WHEREAS, the Additional Grantor has duly authorized the execution, delivery and performance of this Conditional Assignment;

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

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

SECTION 2. Conditional Assignment and Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.


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

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

RENEX CORP.
("Additional Grantor")

By: 
Name: LEIF MURPHY
Title: EVP & CO

LEHMAN COMMERCIAL PAPER INC.
("Administrative Agent")

By: _____
Name: _____
Title: _____

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

RENEX CORP.
("Additional Grantor")

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.
("Administrative Agent")

By: Michael E. O'Brien
Name: MICHAEL E. O'BRIEN
Title: AUTHORIZED SIGNATORY

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

On the 30th day of MARCH, 2000, before me personally came LEIF MURPHY, who is personally known to me to be the EVP AND CFO of Renex Corp., a Florida corporation; who, being duly sworn, did depose and say that she/he is the EVP AND CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

James H. Bowell

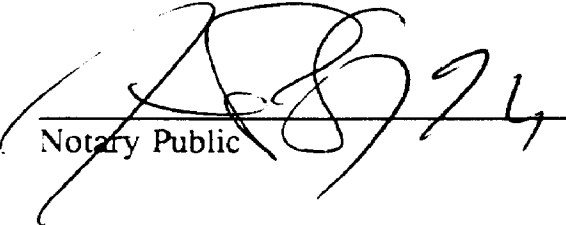
Notary Public

MY COMMISSION EXPIRES MARCH 29, 2003.

(PLACE STAMP AND SEAL ABOVE)

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 5th day of May, 2000, before me personally came Michael O'Brien, who is personally known to me to be the Authorized Signatory of Lehman Commercial Paper Inc., a New York corporation; who, being duly sworn, did depose and say that she/~~he~~ is the Authorized Signatory in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

JAMES P. SEERY, JR.
Notary Public, State of New York
No. 02SE5033376
Qualified in Suffolk County
Commission Expires Sept. 19, 199~~9~~
2000

SCHEDULE A

U.S. Trademark Registrations

Name of Trademark

Registration No.

RENEX CORP.

1,892,775