



RECORDA

08-24-2000



101442228

TJ

7.25.00

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Total Renal Care, Inc.

2. Name and address of receiving party:

The Bank of New York  
Western Division  
10990 Wilshire Boulevard, Suite 1125  
Los Angeles, CA 90024

3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date: July 14, 2000

4. Application numbers and trademark numbers:

A. Trademark Application Nos. B. Trademark Registration Nos.

A.	<u>Trademark Application Nos.</u>	B.	<u>Trademark Registration Nos.</u>
			1983091

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

Vanessa L. Butnick, Esq.  
O'Melveny & Myers LLP  
400 South Hope Street  
Los Angeles, CA 90071

6. Total number of applications and registrations involved: 1

7. Total fee:

\$40.00 (Enclosed)

8. Deposit Account Number:

N/A

08/23/2000 JJALLAH2 00000089 1983091

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40.00 0P

LA1:899242

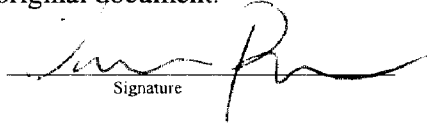
TRADEMARK  
REEL: 002124 FRAME: 0561

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.

Vanessa L. Butnick

Name of Person Signing

  
Signature

July 14, 2000

Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 3

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, TOTAL RENAL CARE INC.**, a Delaware corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Total Renal Care Holdings, Inc. (“**Company**”) has entered into that certain Second Amended and Restated Revolving Credit Agreement dated as of July 14, 2000, with the financial institutions parties thereto (such institutions, together with their successors and assigns, collectively being the “**Revolving Lenders**”), DLJ Capital Funding Inc., as Syndication Agent, First Union National Bank, as Documentation Agent, and The Bank of New York, as administrative agent (the “**Revolving Agent**”) (said Revolving Credit Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the “**Revolving Credit Agreement**”), pursuant to which the Revolving Lenders have made certain commitments, subject to the terms and conditions set forth in the Revolving Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company has entered into that certain Second Amended and Restated Term Loan Agreement dated as of July 14, 2000, with the financial institutions parties thereto (such institutions, together with their successors and assigns, collectively being the “**Term Lenders**”), DLJ Capital Funding, Inc., as Syndication Agent, and The Bank of New York, as administrative agent (the “**Term Agent**”) (said Term Loan Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the “**Term Loan Agreement**”), pursuant to which Term Lenders have extended credit, subject to the terms and conditions set forth in the Term Loan Agreement, to Company;

**WHEREAS**, Company has heretofore entered into, and it is contemplated that Company may from time to time hereafter enter into one, or more Interest Rate Agreements with one or more Persons that is a Lender or an Affiliate of a Lender at the time such agreement is entered into (collectively, the “**Interest Rate Exchangers**”) and it is desired that the obligations of Company under such Interest Rate Agreements, including the obligation to make payments in the event of early termination thereunder (the “**Interest Rate Obligations**”), be secured by the Collateral; provided that any Interest Rate Exchanger desiring the benefit of such security shall deliver to the Collateral Agent an Acknowledgement in the form of Exhibit I to the Intercreditor Agreement (as defined in the Security Agreement referred to below) executed by such Interest Rate Exchanger and Company, pursuant to which such Interest Rate Exchanger agrees to be bound by the terms of the Intercreditor Agreement. Each Interest Rate Exchanger that has executed and delivered to the Collateral Agent an Acknowledgement in such form that has been executed by Company is referred to herein as a “**Secured Interest Rate Exchanger**”, and each Interest Rate Agreement entered into with a Secured Interest Rate Exchanger is referred to herein as a “**Secured Interest Rate Agreement**”.

**WHEREAS**, certain Grantors that are Subsidiaries of Company have executed and delivered that certain Amended and Restated Subsidiary Guaranty dated as of July 14, 2000 (said Amended and Restated Subsidiary Guaranty, as amended, to the date hereof, and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Subsidiary Guaranty**”) in favor of Secured Party for the benefit of Lenders and any

Secured Interest Rate Exchangers, pursuant to which each such Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Financing Documents and all obligations of Company under the Secured Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof;

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of July 14, 2000 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(iii) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(iv) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or


any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 14<sup>th</sup> day of July, 2000.

**TOTAL RENAL CARE, INC.**

By:   
Name: Marshal Salomon  
Title: Vice President

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	United States <u>Trademark Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
Total Renal Care, Inc.	TRC	1983091	6/25/96

Grant of Trademark Security Interest

LAI:898341.1

**RECORDED: 07/25/2000**

**TRADEMARK  
REEL: 002124 FRAME: 0567**