TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DaVita, Inc		10/05/2005	CORPORATION: DELAWARE
Gambro Healthcare, Inc.		10/05/2005	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2602168	DAVITA
Registration Number:	2576733	DAVITA
Registration Number:	2804425	DAVITA CLINICAL RESEARCH
Registration Number:	2900422	DAVITA CLINICAL RESEARCH
Registration Number:	2804525	DAVITA LABORATORY SERVICES
Registration Number:	2802019	DCR
Registration Number:	2705998	RENAL CONNECT
Registration Number:	2821059	
Registration Number:	2400019	RMS
Registration Number:	2438264	RMS
Registration Number:	2229751	TOTAL RENAL RESEARCH
Serial Number:	76567279	DAVITA AT HOME
Serial Number:	76583067	DAVITA AT HOME

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Serial Number:	76567278	DAVITA NEPHROLOGY PARTNERS
Serial Number:	76574653	DAVITACARE
Serial Number:	76566597	DAVITA'S KEY TO BETTER HEALTH
Serial Number:	76566598	DAVITA'S KEY TO BETTER HEALTH
Serial Number:	76540070	KIDNEY EDUCATION AND YOU
Serial Number:	76576422	LIFE-ALYSIS
Serial Number:	76596919	
Serial Number:	76468470	
Serial Number:	76468469	
Serial Number:	76515977	
Serial Number:	76574654	
Serial Number:	76574652	
Serial Number:	76468471	REGGIE
Serial Number:	76468468	SNAPPY
Serial Number:	76583984	WHERE QUALITY OF LIFE MEETS QUALITY OF CARE

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	10/17/2005

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of October 5, 2005, by DaVita Inc. and Gambro Healthcare, Inc. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent 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 in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement or upon the release, pursuant to

Section 11.4 of the Security Agreement, of the Lien created by the Security Agreement against any of the Trademarks, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

DAVITA INC.,
as Pledgor

By: _____
Name: Heo Guy Seay
Title: Vice President

GAMBRO HEALTHCARE, INC.,
as Pledgor

By: _____
Name: Heo Guy Seay
Title: Vice President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

DAVITA INC.,
as Pledgor

By: _____
Name:
Title:

GAMBRO HEALTHCARE, INC.,
as Pledgor

By: _____
Name:
Title:

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name: BRUCE BORDEN
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
DaVita Inc.	2602168	DAVITA
DaVita Inc.	2576733	DAVITA (AND DEISGN)
DaVita Inc.	2804425	DAVITA CLINICAL RESEARCH
DaVita Inc.	2900422	DAVITA CLINICAL RESEARCH (AND LOGO DESIGN)
DaVita Inc.	2804525	DAVITA LABORATORY SERVICES
DaVita Inc.	2802019	DCR
DaVita Inc.	2705998	RENAL CONNECT
DaVita Inc.	2821059	RISING STAR DESIGN
DaVita Inc.	2400019	RMS
DaVita Inc.	2438264	RMS & DESIGN
DaVita Inc.	2229751 (Expired)	TOTAL RENAL RESEARCH
Gambro Healthcare, Inc.	28791349	RIMS
Gambro Healthcare, Inc.	28791350	RIMS

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
DaVita Inc.	76/567279	DAVITA AT HOME
DaVita Inc.	76/583067	DAVTA AT HOME (AND DESIGN)
DaVita Inc.	76/567278	DAVITA NEPHROLOGY PARTNER
DaVita Inc.	76/574653	DAVITACARE
DaVita Inc.	76/566597	DAVITA'S KEY TO BETTER HEALTH
DaVita Inc.	76/566598	DAVITA'S KEY TO BETTER HEALTH (AND LOGO)
DaVita Inc.	76/540070	KIDNEY EDUCATION AND YOU
DaVita Inc.	76/576422	LIFE-ALYSIS
DaVita Inc.	76/596919	MISCELLANEOUS DESIGN "ALLIGATOR CHARACTER"

DaVita Inc.	76/468470	MISCELLANEOUS DESIGN (ALLIGATOR DESIGN)
DaVita Inc.	76/468469	MISCELLANEOUS DESIGN (BIRD DESIGN)
DaVita Inc.	76/515977	MISCELLANEOUS DESIGN (DANCING STAR LOGO)
DaVita Inc.	76/574654	MISCELLANEOUS DESIGN (STAR IN SQUARE)
DaVita Inc.	76/574652	MISCELLANEOUS DESIGN (SWIRLING STAR LOGO)
DaVita Inc.	76/468471	REGGIE
DaVita Inc.	76/468468	SNAPPY
DaVita Inc.	76/583984	WHERE QUALITY OF LIFE MEETS QUALITY OF CARE

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