

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Renal Care Group, Inc.		12/29/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Renal Advantage Inc.		
<b>Street Address:</b>	115 East Park Drive		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2298508	RENALAB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(615)244-6804		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	615-850-8165		
<b>Email:</b>	aroland@wallerlaw.com		
<b>Correspondent Name:</b>	Amy M. Roland		
<b>Address Line 1:</b>	511 Union Street		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	019807.61198 - RENALAB		
<b>NAME OF SUBMITTER:</b>	Amy M. Roland		
<b>Signature:</b>	/AMY M. ROLAND/		

OP \$40.00 2298508

Date:

01/08/2007

**Total Attachments: 3**

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## ASSIGNMENT OF SERVICE MARKS

THIS ASSIGNMENT is made as of this 29<sup>th</sup> day of December, 2006, by and between Renal Care Group, Inc. ("Assignor") and Renal Advantage, Inc. ("Assignee").

### Background

Assignor and Assignee are parties to a Stock Purchase Agreement, dated August 1, 2006 (the "Purchase Agreement"), for the purchase from Assignor by Assignee of the Shares. As part of said Purchase Agreement, Assignor has agreed to assign to Assignee the service mark RENALAB (the "Mark"), which was registered with the United States Patent and Trademark Office as Registration Number 2,298,508 on December 7, 1999, for "medical laboratory services" in International Class 42 (the "Registration") and which Assignor has adopted and is using for the Business. Assignee desires that Assignor now assign said Mark to Assignee. Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the Purchase Agreement.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Assignor assigns and transfers to Assignee all of its right, title, and interest in and to the Mark, the Registration, any renewals or extensions of the Registration, together with all goodwill associated with the Mark, and the resulting right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made, free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization, and the above identified registration of such Mark.

2. Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's rights, title and interest in and to the Mark and the Registration therefore and/or to provide evidence to support such assignment in the event such evidence is deemed necessary or desirable by Assignee, to the extent such evidence is in the possession or control of each Assignor.

3. Assignee accepts the foregoing assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment under seal  
as of the day and year first written above.

ASSIGNOR

Renal Care Group, Inc.

By: \_\_\_\_\_  
Name: Marc S. Lieberman  
Title: Assistant Treasurer

ASSIGNEE

Renal Advantage Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGEMENTS

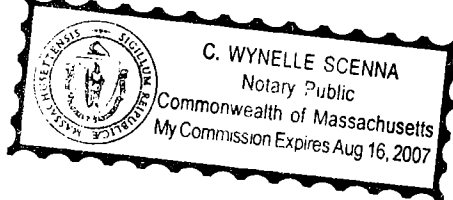
STATE OF Massachusetts )  
 )  
COUNTY OF Middlesex )

Before me, C. Wynelle Scenna, a Notary Public of said County and  
State, personally appeared Marc Lieberman, with whom I am  
personally acquainted (or proved to me on the basis of satisfactory evidence), and who,  
upon oath, acknowledged himself/herself to be the Assistant Treasurer of  
Renal Care Group, Inc., the within named Assignor, and that he/she, as such officer,  
executed the foregoing instrument for the purposes therein contained, by signing on behalf  
of the corporation in his/her capacity as such officer.

Witness my hand and seal, at office in Waltham,  
MA, this 20 day of December, 2006.

C. Wynelle Scenna  
Notary Public

My Commission Expires: 8/16/07



IN WITNESS WHEREOF, the parties have executed this Assignment under seal as of the day and year first written above.

ASSIGNOR

Renal Care Group, Inc.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

ASSIGNEE

Renal Advantage Inc.

By: John K. Crawford  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

ACKNOWLEDGEMENTS

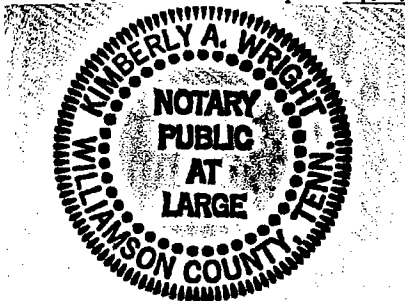
STATE OF TENNESSEE )  
 )  
 COUNTY OF DAVIDSON )

Before me, KIMBERLY A. WRIGHT, a Notary Public of said County and State, personally appeared JOHN K. CRAWFORD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the CHIEF FINANCIAL OFFICER of Renal Care Group, Inc., the within named Assignor, and that he/she, as such officer, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation in his/her capacity as such officer.

Witness my hand and seal, at office in NASHVILLE, TENNESSEE, this 22<sup>ND</sup> day of DECEMBER, 2006.

Kimberly A. Wright  
 Notary Public

My Commission Expires: 12.23.2006



My Commission Expires: Dec. 23, 2006