

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gambro Renal Products, Inc.		12/28/2006	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Citicorp Trustee Company Limited, as Security Agent
<b>Street Address:</b>	Citigroup Center, Canada Square
<b>Internal Address:</b>	Canary Wharf
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	E14 5LB
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2223225	+ PLUS
Registration Number:	2843272	AT YOUR SERVICE
Registration Number:	2843273	AT YOUR SERVICE
Registration Number:	2291518	CENTRYNET
Registration Number:	1493010	CENTRYSYSTEM
Registration Number:	2846472	GAMBRO CONNECTIONS
Registration Number:	2846471	GAMBRO CONNECTIONS
Registration Number:	2710047	LABSCOPE
Registration Number:	2805778	LABSCOPE ONLINE
Registration Number:	2043963	PRISMA
Registration Number:	2670296	PRISMASATE
Registration Number:	2166328	THE PATIENT'S BENCHMARK IN RENAL REPLACEMENT THERAPY
Registration Number:	1692740	WHO

CH \$340.00 2223225

**CORRESPONDENCE DATA**

Fax Number: (212)878-8375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-878-8476  
Email: melissa.schrader@cliffordchance.com  
Correspondent Name: Melissa Schrader  
Address Line 1: Clifford Chance US LLP  
Address Line 2: 31 West 52nd Street  
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	70-40024061
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**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Melissa Schrader
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Signature:	/Melissa Schrader/
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Date:	02/05/2007
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Total Attachments: 5  
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This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of December \_\_, 2006 is made by Gambro Renal Products, Inc. (the "**Grantor**") in favor of Citicorp Trustee Company Limited, as Security Agent (the "**Security Agent**") for the Secured Parties (as defined below).

**WHEREAS**, Gambro Holding AB (formerly known as Indap AB) (the "**Parent**"), a company organized under the laws of Sweden, and certain of its Subsidiaries (including the Grantor) have entered into a Senior Facilities Agreement dated 5 June 2006 as amended on 7 June 2006, 18 July 2006 and amended and restated pursuant to an amendment and restatement agreement dated 9 November 2006, with Citigroup Global Markets Limited and Morgan Stanley Bank International Limited as Mandated Lead Arrangers, the financial institutions listed therein as Original Lenders, Citibank International plc as Agent and Issuing Bank, and the Security Agent, as security trustee on behalf of the Senior Creditors, any Receivers and Mezzanine Creditors (each term being defined in the Intercreditor Agreement and collectively the "**Secured Parties**"), (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Senior Facilities Agreement**").

**WHEREAS**, the Parent and certain of its Subsidiaries (including the Grantor) have entered into a Mezzanine Facility Agreement dated 5 June 2006 as amended on 7 June 2006 and amended and restated pursuant to an amendment and restatement agreement dated 9 November 2006, with Citigroup Global Markets Limited and Morgan Stanley Bank International Limited as Mandated Lead Arrangers, the financial institutions listed therein as Original Lenders, Citibank International plc as Agent, and the Security Agent (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Mezzanine Facility Agreement**", and together with the Senior Facilities Agreement, the "**Facilities Agreements**").

**WHEREAS**, the Parent has entered into an Intercreditor Agreement dated 5 June 2006 as amended on 7 June 2006 and amended and restated pursuant to an amendment and restatement agreement dated 9 November 2006, with Indap Holding AB, the banks and financial institutions listed therein as the Original Senior Lenders and the Original Mezzanine Lenders, Citibank International plc as the Senior Facility Agent, Senior Issuing Bank and the Mezzanine Facility Agent and the Security Agent, as security trustee (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Intercreditor Agreement**").

**WHEREAS**, the Grantor has entered into a Security Agreement dated as of November 17, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), with the Security Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

**WHEREAS**, under and subject to the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Security Agent for the rateable benefit of the Secured Parties, and has agreed as a condition thereof to execute this IP Security Agreement covering certain of such intellectual property for

recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. **Grant of Security**

The Grantor hereby grants to the Security Agent for the rateable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

- 1.1 all United States patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by the Grantor to the Security Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");
- 1.2 all United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Security Agent from time to time) (the "**Trademarks**");
- 1.3 all United States copyrights, copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Security Agent from time to time) (the "**Copyrights**");
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing.

2. **Recordation**

The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

3. **Execution in Counterparts**

This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. **Grants, Rights and Remedies**

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

5. **Governing Law**

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**IN WITNESS WHEREOF**, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GAMBRO RENAL PRODUCTS, INC.**

By .....

Name:

Title:

Address for Notices:

10810 W. Collins Avenue  
Lakewood, Colorado 80215  
United States of America

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GAMBRO RENAL PRODUCTS, INC

By *Kevin M. Smith*

Name: *Kevin M. Smith*

Title: *Treasurer*

Address for Notices:

10810 W. Collins Avenue  
Lakewood, Colorado 80215  
United States of America

**SCHEDULE B**  
**Trademarks (US) of Gambro Renal Products, Inc.**

<b>Mark Name</b>	<b>Docket Number</b>	<b>Country</b>	<b>Class Number</b>	<b>Current Reg No</b>	<b>Current Reg Date</b>	<b>Renewal Date</b>
+PLUS - Word and Design	RC-0171	United States	010	2223225	9 February 1999	9 February 2009
AT YOUR SERVICE - Word	TS0021	United States	044	2843272	18 May 2004	18 May 2014
AT YOUR SERVICE - Word and Des	TS0022	United States	044	2843273	18 May 2004	18 May 2014
CENTRYNET - Word	RC-0121	United States	009	2291518	9 November 1999	9 November 2009
CENTRYSYSTEM - Word	RC-X066	United States	010	1493010	21 June 1988	21 June 2008
GAMBRO CONNECTIONS - Word	TS0015	United States	041	2846472	25 May 2004	25 May 2014
GAMBRO CONNECTIONS - Word and Design	TS0014	United States	041	2846471	25 May 2004	25 May 2014
LABSCOPE - Word	TS0011	United States	009	2710047	22 April 2003	22 April 2013
LABSCOPE ONLINE - Word and Design	TS0013	United States	009	2805778	13 January 2004	13 January 2014
PRISMA - Word	RC-0045	United States	010	2043963	11 March 1997	11 March 2007
PRISMASATE - Word	TN0005	United States	005	2670296	31 December 2002	31 December 2012
THE PATIENT'S BENCHMARK IN RENAL REPLACEMENT THERAPY - Word	RN-0014	United States	35, 37, 41, 42	2166328	16 June 1998	16 June 2008
WHO - Word	RC-0042	United States	010	1692740	9 June 2002	9 June 2012