

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gambro Renal Products, Inc.		01/31/2009	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Citicorp Trustee Company Limited		
Street Address:	Citigroup Centre		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5LB		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3388953		
Registration Number:	3360738	PRISMA	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	011812-045		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$65.00 3388953

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

NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	05/21/2009

Total Attachments: 5

source=5-20-09 Gambro Renal Products-TM#page1.tif
source=5-20-09 Gambro Renal Products-TM#page2.tif
source=5-20-09 Gambro Renal Products-TM#page3.tif
source=5-20-09 Gambro Renal Products-TM#page4.tif
source=5-20-09 Gambro Renal Products-TM#page5.tif

Intellectual Property Security Agreement Supplement

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated as of January 31, 2009 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 Indap AB; now succeeded as Gambro 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 by an amendment agreement dated 7 June 2006, as amended and restated pursuant to amendment and restatement agreements dated 18 July 2006, 9 November 2006 and 20 March 2007 and as amended pursuant to an amendment letter dated 24 July 2007 (said Agreement, as the same may further be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Senior Facilities Agreement") with Citibank International plc as agent (the "Senior Agent"), the Security Agent, Citigroup Global Markets Limited and Morgan Stanley Bank International Limited as mandated lead arrangers (the "Arrangers"), the Original Lenders (as defined therein) and others.

WHEREAS, the Parent has entered into a Mezzanine Facility Agreement dated 5 June 2006, as amended by amendment agreements dated 7 June 2006 and 11 December 2006, as amended and restated pursuant to amendment and restatement agreements dated 9 November 2006 and 20 March 2007 and as amended pursuant to an amendment letter dated 24 July 2007 (said Agreement, as the same may further 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") with the Arrangers, Citibank International plc as agent (the "Mezzanine Agent"), the Original Lenders (as defined therein) and the Security Agent.

WHEREAS, the Parent has entered into an Intercreditor Agreement dated 5 June 2006 and as amended and restated pursuant to an amendment and restatement agreement dated 9 November 2006 (said Agreement, as the same may further be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Intercreditor Agreement"), with the banks and financial institutions listed therein as the Original Senior Lenders and the Original Mezzanine Lenders, the Senior Agent, the Mezzanine Agent, the Security Agent and others.

WHEREAS, pursuant to the Facilities Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated as of November 17, 2006 made by the Grantor and such other persons to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, the Grantor and such other persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantor and such other Persons to the Security Agent dated as of November 17, 2006 (as the same may be further amended, amended and restated,

supplemented or otherwise modified from time to time, the "IP Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of such 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 Supplement for recording with the U.S. Patent and Trademark 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. Confirmation of Grant of Security

The Grantor hereby acknowledges and confirms the grant of a security interest to the Security Agent for the rateable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "Additional Collateral"):

- 1.1 all material United States, patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- 1.2 all material United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the "Trademarks");
- 1.3 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.4 any and all proceeds of the foregoing.

2. Supplement to Security Agreement and IP Security Agreement

Schedule 5 to the Security Agreement and Schedules A and B to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

3. Recordation

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

4. Governing Law

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

4. **Governing Law**

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

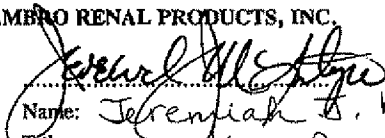
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GAMBRO RENAL PRODUCTS, INC.

By

Name:

Title:


Jeremiah B. McIntyre
Sr. Vice President &
Secretary

**SCHEDULE A
PATENTS AND TRADEMARKS**

Gambro Renal Products, Inc.

TRADEMARKS

Mark Name	Country	Owner	Class Number	Current Reg No	Current Reg Date	Renewal Date
GAMBRO RENAL PRODUCTS - Design only	United States	Gambro Renal Products, Inc.	10	3388953	26-Feb-2008	26-Feb-2018
PRISMA - Word	United States	Gambro Renal Products, Inc.	9	3360738	25-Dec-2007	25-Dec-2017