

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	SECURITY INTEREST															
CONVEYING PARTY DATA																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>American Renal Associates LLC</td> <td></td> <td>05/07/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	American Renal Associates LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE								
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American Renal Associates LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE													
RECEIVING PARTY DATA																
Name:	Bank of America, N.A., as Administrative Agent															
Street Address:	101 S. Tryon St., 15th Floor															
City:	Charlotte															
State/Country:	NORTH CAROLINA															
Postal Code:	28255-0001															
Entity Type:	National Association: NORTH CAROLINA															
PROPERTY NUMBERS Total: 4																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Property Type</th> <th style="text-align: center;">Number</th> <th style="text-align: center;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3711453</td> <td>ARA</td> </tr> <tr> <td>Registration Number:</td> <td>3774101</td> <td>AMERICANRENAL ASSOCIATES</td> </tr> <tr> <td>Registration Number:</td> <td>3774100</td> <td>A</td> </tr> <tr> <td>Registration Number:</td> <td>3776872</td> <td>AMERICANRENAL</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3711453	ARA	Registration Number:	3774101	AMERICANRENAL ASSOCIATES	Registration Number:	3774100	A	Registration Number:	3776872	AMERICANRENAL	
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Registration Number:	3711453	ARA														
Registration Number:	3774101	AMERICANRENAL ASSOCIATES														
Registration Number:	3774100	A														
Registration Number:	3776872	AMERICANRENAL														
CORRESPONDENCE DATA																
Fax Number:	(800)516-6304															
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																
Phone:	614-280-3303															
Email:	michael.violet@wolterskluwer.com															
Correspondent Name:	Michael Violet															
Address Line 1:	4400 Easton Commons Way, Suite 125															
Address Line 2:	CT Corporation															
Address Line 4:	Columbus, OHIO 43219															
NAME OF SUBMITTER:	James P. Murphy															

OP \$115.00 3711453

900161648

TRADEMARK
REEL: 004201 FRAME: 0527

Signature:	/James P. Murphy/
Date:	05/07/2010
Total Attachments: 5 source=Trademark Security Agreement Bank - FILE FIRST#page1.tif source=Trademark Security Agreement Bank - FILE FIRST#page2.tif source=Trademark Security Agreement Bank - FILE FIRST#page3.tif source=Trademark Security Agreement Bank - FILE FIRST#page4.tif source=Trademark Security Agreement Bank - FILE FIRST#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of May 7, 2010, by AMERICAN RENAL ASSOCIATES LLC ("Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative 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. Pledgor hereby pledges and grants to the Administrative 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) Trademark registrations and applications 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 Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are

subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. 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.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

AMERICAN RENAL ASSOCIATES LLC

By: AMERICAN RENAL HOLDINGS INC.

By:

Name: Joseph Carlucci

Title: Chief Executive Officer

[Bank Trademark Security Agreement]

TRADEMARK
REEL: 004201 FRAME: 0531

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Mollie S. Canup
Name: Mollie S. Canup
Title: Vice President

[Bank Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK
APPLICATIONS

Registrations:

Trademark	Reg. #	Appl. #	Owner
ARA	3,711,453	77673941	AmericanRenal Associates LLC
AMERICANRENAL ASSOCIATES	3,774,101	77673955	AmericanRenal Associates LLC
A	3,774,100	77673947	AmericanRenal Associates LLC
AMERICANRENAL	3,776,872	77673890	AmericanRenal Associates LLC

Applications:

None.