

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Renal Associates LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402-1544		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
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

900161719

TRADEMARK
 REEL: 004201 FRAME: 0917

Signature:	/James P. Murphy/
Date:	05/10/2010
Total Attachments: 5 source=Trademark Security Notes - File Second#page1.tif source=Trademark Security Notes - File Second#page2.tif source=Trademark Security Notes - File Second#page3.tif source=Trademark Security Notes - File Second#page4.tif source=Trademark Security Notes - File Second#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of May 7, 2010, by AMERICAN RENAL ASSOCIATES LLC ("Pledgor"), in favor of WILMINGTON TRUST FSB, in its capacity as Collateral Agent pursuant to the Indenture (in such capacity, the "Collateral 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 Collateral 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 Collateral Agent, for the benefit of the Holders of the Notes, to enter into the Indenture, the Pledgor hereby agrees 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. 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) 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 Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms 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.

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

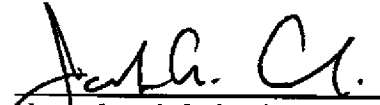
SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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:


Name: Joseph Carlucci
Title: Chief Executive Officer

Signature Page to the Trademark Security Agreement under the Indenture

TRADEMARK
REEL: 004201 FRAME: 0921

Accepted and Agreed:

WILMINGTON TRUST FSB,
as Collateral Agent

By: Jane Schweiger
Name: Jane Schweiger
Title: Vice President

[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.