

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gambro Renal Products, Inc.		05/20/2010	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Citicorp Trustee Company Limited, as Security Agent		
Street Address:	Citicorp Centre, Canada Square, Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 SLB		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3388953		
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 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	426702-10		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

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**TRADEMARK
 REEL: 004243 FRAME: 0509**

Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

07/16/2010

Total Attachments: 8

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Intellectual Property Security Agreement Supplement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "**IP Security Agreement Supplement**") dated as of May 20, 2010 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 in the Facilities Agreements 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 for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, the Grantor has executed and delivered that certain Intellectual Property Security Agreement to the Security Agent dated as of December 22, 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 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 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. **Representations and Warranties**

The Grantor hereby certifies, as of the date first above written that the Schedules A and B hereto are complete and correct in all material respects and hereby makes each representation and warranty set forth in Section 8 of the Security Agreement.

4. **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.

5. **Governing Law**

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

[Signature page follows]

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

Jeremiah J. McIntyre
Name: *Jeremiah J. McIntyre*
Title: *Sr. VP + Chief Legal Counsel*

Intellectual Property Security Agreement Supplement

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SCHEDULE A

PATENTS

Gambro Renal Products, Inc.

PATENT

(As of December 29, 2009)

Country	Patent Number	Owner	Grant Date	Expires	Title
US	6530262	Gambro Renal Products, Inc	03-March-2003	03-May-2019	Method and Device for Determining the Existence of Leaks in a System with Flowing Fluid\n(leakage detection - detection if differences in flow depends on leakage or sensor malfunction)

PATENT APPLICATIONS

(As of December 29, 2009)

COUNTRY	CURRENT RECORDED OWNER	APPLICATION NUMBER	PUBLICATION NUMBER	TITLE
US	GAMBRO RENAL PRODUCTS INC.	61/114556		Blood tubing set with connector constraint

SCHEDULE B

TRADEMARKS

TRADEMARKS

(as of December 29, 2009)

Mark Name	Country	Owner	Class Number	Current Reg No	Current Reg Date	Renewal Date
PRISMA 3D - Packaging Design	United States	Gambro Renal Products, Inc.	10	3388953	26-Feb- 2008	26-Feb- 2018