

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                          |
|------------------------------|--------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT           |
| <b>NATURE OF CONVEYANCE:</b> | RELEASE BY SECURED PARTY |

**CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type                |
|---|----------|----------------|----------------------------|
| JPMorgan Chase Bank, N.A. as Collateral Agent |          | 10/20/2010     | Association: UNITED STATES |

**RECEIVING PARTY DATA**

|                        |                       |
|------------------------|-----------------------|
| <b>Name:</b>           | DaVita Inc.           |
| <b>Street Address:</b> | 1551 Wewatta Street   |
| <b>City:</b>           | Denver                |
| <b>State/Country:</b>  | COLORADO              |
| <b>Postal Code:</b>    | 80202                 |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE |

**PROPERTY NUMBERS Total: 46**

| Property Type        | Number  | Word Mark                  |
|----------------------|---------|----------------------------|
| Registration Number: | 2602168 | DAVITA                     |
| Registration Number: | 2576733 | DAVITA                     |
| Registration Number: | 2804425 | DAVITA CLINICAL RESEARCH   |
| Registration Number: | 2900422 | DAVITA CLINICAL RESEARCH   |
| Registration Number: | 2804525 | DAVITA LABORATORY SERVICES |
| Registration Number: | 2400019 | RMS                        |
| Registration Number: | 2438264 | RMS                        |
| Registration Number: | 2821059 |                            |
| Registration Number: | 3291282 |                            |
| Registration Number: | 3259023 |                            |
| Registration Number: | 3245239 | SNAPPY                     |
| Registration Number: | 2802019 | DCR                        |
| Registration Number: | 3055972 | DAVITA AT HOME             |
| Registration Number: | 2924926 | DAVITA AT HOME             |

**CH \$1165.00 2602168**

**900174771**

**TRADEMARK  
 REEL: 004302 FRAME: 0950**

|                      |          |  |
|----------------------|----------|--|
| Registration Number: | 3069493  | LIFE-ALYSIS                                    |
| Registration Number: | 2986832  | KIDNEY EDUCATION AND YOU                       |
| Registration Number: | 3825717  | DAVITA KAT WALKS ACROSS AMERICA                |
| Registration Number: | 3825716  | DAVITA KAT WALKS ACROSS AMERICA                |
| Registration Number: | 3520992  | DAVITA NEPHROLOGY PARTNERS                     |
| Registration Number: | 3522959  | DAVITA'S KEY TO BETTER HEALTH                  |
| Registration Number: | 3522960  | DAVITA'S KEY TO BETTER HEALTH                  |
| Registration Number: | 3672156  | EMPOWER  |
| Registration Number: | 3525737  | MAXINE   |
| Registration Number: | 3800318  | TOUR DAVITA                                    |
| Registration Number: | 3825777  | TOUR DAVITA                                    |
| Registration Number: | 3758496  | VILLAGE HEALTH                                 |
| Registration Number: | 3758353  | VILLAGEHEALTH                                  |
| Registration Number: | 3512913  |  |
| Registration Number: | 3583371  | MAXINE   |
| Registration Number: | 3698279  | FALCON INNOVATIVE KIDNEY SOLUTIONS. DELIVERED. |
| Registration Number: | 3698280  | INNOVATIVE KIDNEY SOLUTIONS. DELIVERED.        |
| Registration Number: | 3698281  |  |
| Registration Number: | 3622847  | DAVITA NEPHROLOGY PARTNERS                     |
| Registration Number: | 3698278  | FALCON   |
| Registration Number: | 3256766  | REGGIE   |
| Serial Number:       | 77630163 | EMPOWER  |
| Serial Number:       | 77522447 |  |
| Serial Number:       | 77466732 | DAVITA VILLAGEHEALTH                           |
| Serial Number:       | 77522467 | DAVITA VILLAGEHEALTH                           |
| Serial Number:       | 77466736 | VILLAGEHEALTH DISEASE MANAGEMENT               |
| Serial Number:       | 77522458 | VILLAGEHEALTH DISEASE MANAGEMENT               |
| Serial Number:       | 77529452 | THE KAT WALK                                   |
| Serial Number:       | 77754018 | VILLA BY DAVITA                                |
| Serial Number:       | 77754020 | VILLA BY DAVITA                                |
| Serial Number:       | 77681193 | DVA LABORATORY SERVICES                        |
| Serial Number:       | 77771955 | RIGHT PATIENT, RIGHT THERAPY, RIGHT TIME       |

CORRESPONDENCE DATA

Fax Number: (202)408-3141

**TRADEMARK**  
**REEL: 004302 FRAME: 0951**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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: | 553004        |
| NAME OF SUBMITTER:      | Jean Paterson |
| Signature:              | /jep/         |
| Date:                   | 10/25/2010    |

**Total Attachments: 7**

source=10-25-10 Davita-TM#page1.tif  
source=10-25-10 Davita-TM#page2.tif  
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source=10-25-10 Davita-TM#page4.tif  
source=10-25-10 Davita-TM#page5.tif  
source=10-25-10 Davita-TM#page6.tif  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

JPMorgan Chase Bank, N.A. as Collateral Agent

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) US - Fed

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 10/20/2010

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other Release of Security Interest

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: DaVita Inc.

Internal

Address: \_\_\_\_\_

Street Address: 1551 Wewatta Street

City: Denver

State: CO

Country: USA      Zip: 80202

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship US - DE  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY      Zip: 10005

Phone Number: (212) 701-3345

Fax Number: (212) 378-2610

Email Address: jmurphy@cahill.com

**6. Total number of applications and registrations involved:**

59

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

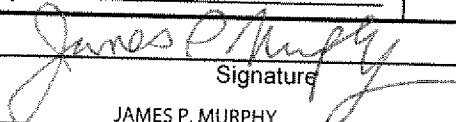
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

October 22, 2010

Date

JAMES P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF TRADEMARK SECURITY INTERESTS (this "Release") dated as of October 20, 2010, made by JPMORGAN CHASE BANK, N.A., as collateral agent (the "Collateral Agent"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement referred to below.

Reference is made to (a) the Credit Agreement dated as of October 5, 2005, as amended and restated as of February 23, 2007 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DaVita Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, (b) the Security Agreement dated as of October 5, 2005 (the "Security Agreement"), among the Borrower, the Subsidiaries of the Borrower party thereto and the Collateral Agent, (c) the Trademark Security Agreement dated as of October 5, 2005 (the "2005 Trademark Security Agreement"), between the Borrower and Collateral Agent, (d) the Trademark Security Agreement dated as of February 23, 2007 (the "2007 Trademark Security Agreement") between the Borrower and the Collateral Agent, (e) the Trademark Security Agreement dated as of June 23, 2008 (the "2008 Trademark Security Agreement") between the Borrower and the Collateral Agent, (f) the Trademark Security Agreement dated as of March 30, 2009 (the "2009 Trademark Security Agreement") between the Borrower and Collateral Agent and (g) the Trademark Security Agreement dated as of May 4, 2010 between the Borrower and the Collateral Agent (the "2010 Trademark Security Agreement and together with the 2005 Trademark Security Agreement, the 2007 Trademark Security Agreement, the 2008 Trademark Security Agreement and the 2009 Trademark Security Agreement, the "Trademark Security Agreements")

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Borrower and certain of its Subsidiaries entered into the Trademark Security Agreement, recorded in the United States Patent and Trademark Office (a) as of October 17, 2005 in Reel/Frame 3176/0177, (b) as of March 6, 2007 in Reel/Frame 3493/0756, (c) as of April 17, 2009 in Reel/Frame 3972/0127, (d) as of May 7, 2010 in Reel/Frame 4201/0534 and (e) as of July 11, 2008 in Reel/Frame 3814/0619.

WHEREAS, pursuant to the Trademark Security Agreements, the Borrower and certain of its Subsidiaries granted to the Collateral Agent and its permitted successors and assigns, for the benefit of the Secured Parties (as defined in the Security Agreement), a security interest in all right, title or interest of the Borrower and such Subsidiaries in or to the Pledged Collateral (as defined in the Trademark Security Agreements), including the trademarks set forth on Schedule I attached hereto, to secure the performance of the Obligations (as defined in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement dated as of February 23, 2007, among the Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, JPMorgan Chase Bank, N.A. agrees to release any and all security interests it may have in the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreements.

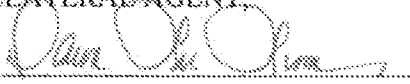
NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademark Collateral and

reassign all right, title and interest it has in the Trademark Collateral to the Borrower or its Subsidiaries, as applicable. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Borrower and at the expense of the Borrower, to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral. The Collateral Agent shall take all further actions and provide to the Borrower and the Borrower's successors, assigns or other legal representatives all such cooperation and assistance, as reasonably requested by the Borrower and at the expense of the Borrower, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the date set forth above.

JPMORGAN CHASE BANK, N.A., AS  
COLLATERAL AGENT.

By: 

Name: Dawn Lee Lum

Title: Executive Director

**Trademarks owned by DaVita, Inc.**

**Trademark Security Agreement with JPMorgan Chase Bank, N.A., as Collateral Agent.  
Recorded 10/17/2005 at Reel/Frame 3176/0177.**

| <b>Title</b>                                  | <b>Reg./Serial<br/>No.</b> | <b>Reg./Filing<br/>Date</b> |
|---|----------------------------|-----------------------------|
| DAVITA  | 2602168                    | 7/30/2002                   |
| DAVITA (and Design)                           | 2576733                    | 6/4/2002                    |
| DAVITA AT HOME                                | 3055972                    | 1/31/2006                   |
| DAVITA AT HOME (and Design)                   | 2924926                    | 2/8/2005                    |
| DAVITA CLINICAL RESEARCH                      | 2804425                    | 1/13/2004                   |
| DAVITA CLINICAL RESEARCH<br>(and Design)      | 2900422                    | 11/2/2004                   |
| DAVITA LABORATORY<br>SERVICES                 | 2804525                    | 1/13/2004                   |
| DAVITA NEPHROLOGY<br>PARTNERS                 | 3520992                    | 10/21/2008                  |
| DAVITA'S KEY TO BETTER<br>HEALTH              | 3522959                    | 10/28/2008                  |
| DAVITA'S KEY TO BETTER<br>HEALTH (and Design) | 3522960                    | 10/28/2008                  |
| RMS   | 2400019                    | 10/31/2000                  |
| RMS (and Design)                              | 2438264                    | 3/27/2001                   |
| (Miscellaneous Design)                        | 3512913                    | 10/7/2008                   |
| (V and Star Design)                           | 2821059                    | 3/9/2004                    |
| (Star Design)                                 | 3291282                    | 9/11/2007                   |
| (Bird Design)                                 | 3259023                    | 7/3/2007                    |
| REGGIE  | 3256766                    | 6/26/2007                   |
| SNAPPY  | 3245239                    | 5/22/2007                   |
| DCR   | 2802019                    | 1/6/2004                    |
| KIDNEY EDUCATION AND YOU                      | 2986832                    | 8/23/2005                   |

**Trademark Security Agreement with JPMorgan Chase Bank, N.A., as Collateral Agent.  
Recorded 3/6/2007 at Reel/Frame 3493/0756.**

| <b>Title</b>                | <b>Reg./Serial<br/>No.</b> | <b>Reg./Filing<br/>Date</b> |
|-----------------------------|----------------------------|-----------------------------|
| DAVITA AT HOME              | 3055972                    | 1/31/2006                   |
| DAVITA AT HOME (and Design) | 2924926                    | 2/8/2005                    |
| LIFE-ALYSIS                 | 3069493                    | 3/14/2006                   |
| KIDNEY EDUCATION AND YOU    | 2986832                    | 8/23/2005                   |

**Security interest with JPMorgan Chase Bank, N.A., as Collateral Agent.  
Recorded 4/17/2009 at Reel/Frame 3972/0127.**

| <b>Title</b>                       | <b>Reg./Serial<br/>No.</b> | <b>Reg./Filing<br/>Date</b> |
|------------------------------------|----------------------------|-----------------------------|
| DAVITA KAT WALKS ACROSS<br>AMERICA | 3825717                    | 7/27/2010                   |



|  |           |            |
|--|-----------|------------|
| DAVITA KAT WALKS ACROSS<br>AMERICA (and Design)  | 3825716   | 7/27/2010  |
| DAVITA NEPHROLOGY<br>PARTNERS                    | 3520992   | 10/21/2008 |
| DAVITA'S KEY TO BETTER<br>HEALTH                 | 3522959   | 10/28/2008 |
| DAVITA'S KEY TO BETTER<br>HEALTH (and Design)    | 3522960   | 10/28/2008 |
| EMPOWER  | 3672156   | 8/25/2009  |
| EMPOWER  | 77/630163 | 12/10/2008 |
| MAXINE   | 3525737   | 10/28/2008 |
| MAXINE   | 3583371   | 3/3/2009   |
| TOUR DAVITA                                      | 3800318   | 6/8/2010   |
| TOUR DAVITA (and Design)                         | 3825777   | 7/27/2010  |
| VILLAGE HEALTH (and Design)                      | 3758496   | 3/9/2010   |
| VILLAGEHEALTH                                    | 3758353   | 3/9/2010   |
| (Miscellaneous Design)                           | 3512913   | 10/7/2008  |
| (Houses and Sunset Design)                       | 77/522447 | 7/15/2008  |
| DAVITA NEPHROLOGY<br>PARTNERS (and Design)       | 3622847   | 5/19/2009  |
| DAVITA VILLAGEHEALTH                             | 77/466732 | 5/6/2008   |
| DAVITA VILLAGEHEALTH (and<br>Design)             | 77/522467 | 7/15/2008  |
| VILLAGEHEALTH DISEASE<br>MANAGEMENT              | 77/466736 | 5/6/2008   |
| VILLAGEHEALTH DISEASE<br>MANAGEMENT (and Design) | 77/522458 | 7/15/2008  |
| THE KAT WALK                                     | 77/529452 | 7/23/2008  |

**Security interest with JPMorgan Chase Bank, N.A., as Collateral Agent.  
Recorded 5/7/2010 at Reel/Frame 4201/0534.**

| <b>Title</b>  | <b>Reg./Serial<br/>No.</b> | <b>Reg./Filing<br/>Date</b> |
|---|----------------------------|-----------------------------|
| MAXINE  | 3583371                    | 3/3/2009                    |
| FALCON INNOVATIVE KIDNEY<br>SOLUTIONS. DELIVERED. (and<br>Design) | 3698279                    | 10/20/2009                  |
| INNOVATIVE KIDNEY<br>SOLUTIONS. DELIVERED.<br>(Falcon Design)     | 3698280                    | 10/20/2009                  |
| DAVITA NEPHROLOGY<br>PARTNERS (and Design)                        | 3698281                    | 10/20/2009                  |
| FALCON  | 3622847                    | 5/19/2009                   |
| VILLA BY DAVITA   | 3698278                    | 10/20/2009                  |
| VILLA BY DAVITA (and Design)                                      | 77/754018                  | 6/8/2009                    |
| DVA LABORATORY SERVICES   | 77/754020                  | 6/8/2009                    |
| RIGHT PATIENT, RIGHT<br>THERAPY, RIGHT TIME                       | 77/681193                  | 3/2/2009                    |
|   | 77/771955                  | 7/1/2009                    |

**Security interest with JPMorgan Chase Bank, N.A., as Collateral Agent.**

**Recorded 7/11/2008 at Reel/Frame 3814/0619.**

| <b>Title</b>  | <b>Reg./Serial<br/>No.</b> | <b>Reg./Filing<br/>Date</b> |
|---------------|----------------------------|-----------------------------|
| (Star Design) | 3291282                    | 9/11/2007                   |
| (Bird Design) | 3259023                    | 7/3/2007                    |
| REGGIE        | 3256766                    | 6/26/2007                   |
| SNAPPY        | 3245239                    | 5/22/2007                   |