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
DaVita Inc.		10/20/2010	CORPORATION: DELAWARE
RMS Lifeline Inc.		10/20/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., a Collateral Agent
Street Address:	1111 Fannin Street
Internal Address:	10th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	2602168	DAVITA
Registration Number:	2576733	DAVITA
Registration Number:	3055972	DAVITA AT HOME
Registration Number:	2924926	DAVITA AT HOME
Registration Number:	2804425	DAVITA CLINICAL RESEARCH
Registration Number:	2900422	DAVITA CLINICAL RESEARCH
Registration Number:	3825717	DAVITA KAT WALKS ACROSS AMERICA
Registration Number:	3825716	DAVITA KAT WALKS ACROSS AMERICA
Registration Number:	2804525	DAVITA LABORATORY SERVICES
Registration Number:	3520992	DAVITA NEPHROLOGY PARTNERS
Registration Number:	3522959	DAVITA'S KEY TO BETTER HEALTH
Registration Number:	3522960	DAVITA'S KEY TO BETTER HEALTH

CH $1440.00 2602168

Registration Number:	3826440	EMPOWER
Registration Number:	3672156	EMPOWER
Registration Number:	3525737	MAXINE
Registration Number:	3583371	MAXINE
Registration Number:	2400019	RMS
Registration Number:	2438264	RMS
Registration Number:	3800318	TOUR DAVITA
Registration Number:	3825777	TOUR DAVITA
Registration Number:	3758496	VILLAGE HEALTH
Registration Number:	3758353	VILLAGEHEALTH
Registration Number:	3779494	VILLAGEHEALTH DISEASE MANAGEMENT
Registration Number:	3779495	VILLAGEHEALTH DISEASE MANAGEMENT
Registration Number:	3698279	FALCON INNOVATIVE KIDNEY SOLUTIONS. DELIVERED.
Registration Number:	3698280	INNOVATIVE KIDNEY SOLUTIONS. DELIVERED.
Registration Number:	3698281	
Registration Number:	3512913	
Registration Number:	2821059	
Registration Number:	3291282	
Registration Number:	3259023	
Registration Number:	3256766	REGGIE
Registration Number:	3245239	SNAPPY
Registration Number:	3069493	LIFE-ALYSIS
Registration Number:	3622847	DAVITA NEPHROLOGY PARTNERS
Registration Number:	2802019	DCR
Registration Number:	3698278	FALCON
Registration Number:	2986832	KIDNEY EDUCATION AND YOU
Registration Number:	3836639	LIFELINE VASCULAR ACCESS
Registration Number:	3839818	LIFELINE VASCULAR ACCESS
Serial Number:	77630163	EMPOWER
Serial Number:	77522447	
Serial Number:	77466732	DAVITA VILLAGEHEALTH
Serial Number:	77522467	DAVITA VILLAGEHEALTH
Serial Number:	77754018	VILLA BY DAVITA
Serial Number:	77754020	VILLA BY DAVITA
Serial Number:	77466736	VILLAGEHEALTH DISEASE MANAGEMENT

Serial Number:	77522458	VILLAGEHEALTH DISEASE MANAGEMENT
Serial Number:	85105736	DAVITA RX
Serial Number:	85105764	DAVITA RX
Serial Number:	85106250	HOMECHOICE
Serial Number:	85105716	HOMECHOICE PARTNERS
Serial Number:	77681193	DVA LABORATORY SERVICES
Serial Number:	85028922	ENGAGE
Serial Number:	85032533	PHOSPHORUS CHALLENGE
Serial Number:	77771955	RIGHT PATIENT, RIGHT THERAPY, RIGHT TIME
Serial Number:	77529452	THE KAT WALK

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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:	10/26/2010

Total Attachments: 9

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Form **PTO-1594** (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

DaVita Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines) US - MA

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A., a Collateral Agent

Internal Address:

Street Address: 1111 Fannin Street, 10th Floor

City: Dallas

State: TX

Country: USA Zip: 77002

☒ Association Citizenship US - Fed.
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ 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)

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

Execution Date(s) 10/20/2010

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

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

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

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: 57

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:

James P. Murphy
Signature

October 20, 2010
Date

JAMES P. MURPHY
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

ADDITIONAL NAMES OF CONVEYING PARTIES (In connection with Item 1 of Trademark Recordation Form Cover Sheet):

RMS Lifeline Inc.

Delaware Corporation

Citizenship - US - DE

EXECUTION VERSION

Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 20, 2010, by DaVita Inc. and RMS Lifeline Inc. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are 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 Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree 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. Each 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) Trademarks 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 Pledgors hereby acknowledge and affirm 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement or upon the release, pursuant to Section 11.4 of the Security Agreement, of the Lien created by the Security Agreement against any of the Trademarks, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Trademark Security Agreement.

SECTION 5. 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.

[signature page follows]

TRADEMARK
REEL: 004303 FRAME: 0731

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

Very truly yours,

DAVITA INC.

By: Chet Mehta
Name: Chet Mehta
Title: Vice President, Finance

RMS LIFELINE INC.

By: Chet Mehta
Name: Chet Mehta
Title: Vice President, Finance

Signature Page to Trademark Security Agreement

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name: Dawn Lee Lum
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
DaVita Inc.	2602168	DAVITA
DaVita Inc.	2576733	DAVITA (and Design)
DaVita Inc.	3055972	DAVITA AT HOME
DaVita Inc.	2924926	DAVITA AT HOME (and Design)
DaVita Inc.	2804425	DAVITA CLINICAL RESEARCH
DaVita Inc.	2900422	DAVITA CLINICAL RESEARCH (and Design)
DaVita Inc.	3825717	DAVITA KAT WALKS ACROSS AMERICA
DaVita Inc.	3825716	DAVITA KAT WALKS ACROSS AMERICA (and Design)
DaVita Inc.	2804525	DAVITA LABORATORY SERVICES
DaVita Inc.	3520992	DAVITA NEPHROLOGY PARTNERS
DaVita Inc.	3522959	DAVITA'S KEY TO BETTER HEALTH
DaVita Inc.	3522960	DAVITA'S KEY TO BETTER HEALTH (and Design)
DaVita Inc.	3826440	EMPOWER
DaVita Inc.	3672156	EMPOWER
DaVita Inc.	3525737	MAXINE
DaVita Inc.	3583371	MAXINE
DaVita Inc.	2400019	RMS
DaVita Inc.	2438264	RMS (and Design)
DaVita Inc.	3800318	TOUR DAVITA
DaVita Inc.	3825777	TOUR DAVITA (and Design)
DaVita Inc.	3758496	VILLAGE HEALTH (and Design)
DaVita Inc.	3758353	VILLAGEHEALTH
DaVita Inc.	3779494	VILLAGEHEALTH DISEASE MANAGEMENT

OWNER	REGISTRATION NUMBER	TRADEMARK
DaVita Inc.	3779495	VILLAGEHEALTH DISEASE MANAGEMENT (and Design)
DaVita Inc.	3698279	FALCON INNOVATIVE KIDNEY SOLUTIONS. DELIVERED. (and Design)
DaVita Inc.	3698280	INNOVATIVE KIDNEY SOLUTIONS. DELIVERED.
DaVita Inc.	3698281	(Falcon Design)
DaVita Inc.	3512913	(Miscellaneous Design)
DaVita Inc.	2821059	(V and Star Design)
DaVita Inc.	3291282	(Star Design)
DaVita Inc.	3259023	(Bird Design)
DaVita Inc.	3256766	REGGIE
DaVita Inc.	3245239	SNAPPY
DaVita Inc.	3069493	LIFE-ALYSIS
DaVita Inc.	3622847	DAVITA NEPHROLOGY PARTNERS (and Design)
DaVita Inc.	2802019	DCR
DaVita Inc.	3698278	FALCON
DaVita Inc.	2986832	KIDNEY EDUCATION AND YOU
RMS Lifeline Inc.	3836639	Lifeline Vascular Access
RMS Lifeline Inc.	3839818	Lifeline Vascular Access (and Design)

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
DaVita Inc.	77/630163	EMPOWER
DaVita Inc.	77/522447	(Houses and Sunset Design)
DaVita Inc.	77/466732	DAVITA VILLAGEHEALTH
DaVita Inc.	77/522467	DAVITA VILLAGEHEALTH (and Design)
DaVita Inc.	77/754018	VILLA BY DAVITA
DaVita Inc.	77/754020	VILLA BY DAVITA (and Design)
DaVita Inc.	77/466736	VILLAGEHEALTH DISEASE MANAGEMENT

OWNER	APPLICATION NUMBER	TRADEMARK
DaVita Inc.	77/522458	VILLAGEHEALTH DISEASE MANAGEMENT (and Design)
DaVita Inc.	85/105736	DAVITA RX
DaVita Inc.	85/105764	DAVITA RX (and Design)
DaVita Inc.	85/106250	HOMECHOICE
DaVita Inc.	85/105716	HOMECHOICE PARTNERS
DaVita Inc.	77/681193	DVA LABORATORY SERVICES
DaVita Inc.	85/028922	ENGAGE
DaVita Inc.	85/032533	PHOSPHORUS CHALLENGE
DaVita Inc.	77/771955	RIGHT PATIENT, RIGHT THERAPY, RIGHT TIME
DaVita Inc.	77/529452	THE KAT WALK