

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
Renal Advantage Inc.		12/17/2010	CORPORATION: DELAWARE
RAI II		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3383888	NATIONAL RENAL ALLIANCE
Registration Number:	3383887	NATIONAL RENAL ALLIANCE SUCCESS STARTS WITH CHOOSING THE RIGHT PARTNER
Registration Number:	3380034	NATIONAL RENAL ALLIANCE
Registration Number:	3376955	
Registration Number:	3376874	SUCCESS STARTS WITH CHOOSING THE RIGHT PARTNER
Registration Number:	3654627	RAI
Registration Number:	2298508	RENALAB
Serial Number:	76701238	RENALAB INSIGHT

CORRESPONDENCE DATA

Fax Number: (212)259-6333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-259-8318

900179157

**TRADEMARK
 REEL: 004436 FRAME: 0129**

CH \$215.00 3383888

Email: mribando@dl.com
Correspondent Name: Monique L. Ribando
Address Line 1: 1301 Avenue of the Americas
Address Line 2: Dewey & LeBoeuf LLP
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	020178.47
NAME OF SUBMITTER:	Monique L. Ribando
Signature:	/Monique L. Ribando/
Date:	12/17/2010

Total Attachments: 4
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Renal Advantage Inc., a Delaware Corporation, and RAI II, LLC, a Delaware limited liability company (each, a "Grantor"), each having its principal office at 115 East Park Drive, Suite 300, Brentwood, Tennessee 37027, hereby grant to Barclays Bank PLC, as Collateral Agent, with principal offices at 745 Seventh Avenue, New York, New York 10019, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth beneath its name on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) and products of such Marks, (iii) the goodwill of the businesses with which such Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of such Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 17, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Collateral Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Upon the payment in full of the Obligations (other than contingent obligations not yet due and payable) and termination of the Collateral Agreement, the Grantee shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the grant and security interest in its Marks and other Collateral (as such term is defined in the Collateral Agreement) under this Grant.

This Grant may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed signature page to this Grant by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Grant.

This Grant shall be construed in accordance with and governed by the law of the State of New York.


[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the first date written above.

RENAL ADVANTAGE INC., as Grantor

By 
Name: Eric Shuey
Title: Chief Financial Officer and Treasurer

RAI II, LLC, as Grantor

By 
Name: Eric Shuey
Title: Chief Financial Officer and Treasurer

BARCLAYS BANK PLC, as Collateral Agent and
Grantee

By _____
Name:
Title:

[Signature Page to Grant of Trademarks]

TRADEMARK
REEL: 004436 FRAME: 0132

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the first date written above.

RENAL ADVANTAGE INC., as Grantor

By _____
Name:
Title:

RAI II, LLC, as Grantor

By _____
Name:
Title:

BARCLAYS BANK PLC, as Collateral
Agent and Grantee

By *Diane Rolfe*
Name: **Diane Rolfe**
Title: **Director**

[Signature Page to Grant of Trademarks]

SCHEDULE A

RAI II, LLC

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
"National Renal Alliance"	3,383,888	February 19, 2008
"National Renal Alliance – Success Starts with Choosing The Right Partner"	3,383,887	February 19, 2008
"National Renal Alliance"	3,380,034	February 12, 2008
[gold sunburst image]	3,376,955	February 5, 2008
"Success Starts with Choosing The Right Partner"	3,376,874	February 5, 2008

Renal Advantage Inc.

<u>MARK</u>	<u>REG. NO./SERIAL NO.</u>	<u>REG. DATE/FILING DATE</u>
"RAI"	3,654,627	July 14, 2009
"RenaLab"	2,298,508	December 7, 1999
"RenaLab Insight"	76/701,238	January 19, 2010