

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.		11/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O. Box 33035, Mail Code KY1-2514
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40232
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85351727	DAVITA
Serial Number:	85351758	DAVITA
Serial Number:	85559793	DAVITA KIDNEY SCIENCE
Serial Number:	85559806	DAVITA KIDNEY SMART
Serial Number:	85399112	DAVITA KIDNEY ROCK
Serial Number:	85399124	DAVITA KIDNEY ROCK
Serial Number:	85559799	KIDNEY SCIENCE
Serial Number:	85559810	KIDNEY SMART
Serial Number:	85567561	LIFE-ALYSIS
Serial Number:	85509025	NEPHLINK
Serial Number:	85440025	PALADIN HEALTH
Serial Number:	85440043	PALADINA HEALTH
Serial Number:	85164884	ACCOUNTABLE KIDNEY CARE
Serial Number:	85161086	ACCOUNTABLE RENAL CARE

CH \$365.00 85351727

**CORRESPONDENCE DATA**

Fax Number: 2149813400

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	29912-10020
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	11/05/2012
Total Attachments: 5 source=DaVita- Trademark Security Agreement - Executed.PDF#page1.tif source=DaVita- Trademark Security Agreement - Executed.PDF#page2.tif source=DaVita- Trademark Security Agreement - Executed.PDF#page3.tif source=DaVita- Trademark Security Agreement - Executed.PDF#page4.tif source=DaVita- Trademark Security Agreement - Executed.PDF#page5.tif	

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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of November 1, 2012, by DaVita Inc. (the “Pledgor”), 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 Pledgor is a party to a Security Agreement of even date herewith (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 Secured Parties, to enter into the Credit Agreement, 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. The 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 the 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 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 Trade-

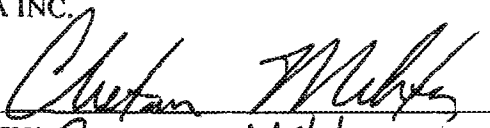


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DAVITA INC.

By: \_\_\_\_\_

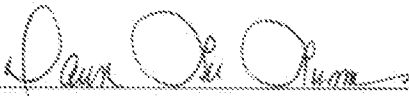
  
Name: Chetan Mehta  
Title: VP, Finance

*Signature Page to  
Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004894 FRAME: 0274**

Accepted and Agreed:

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



By:   
Name: Dawn LeeLum  
Title: Executive Director

*Signature Page to DaVita -- Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004894 FRAME: 0275**

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**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>
1.	DaVita Inc.	DAVITA	85/351727 06/21/2011
2.	DaVita Inc.	DAVITA & Design 	85/351758 06/21/2011
3.	DaVita Inc.	DAVITA KIDNEY SCIENCE	85/559793 03/05/2012
4.	DaVita Inc.	DAVITA KIDNEY SMART	85/559806 03/05/2012
5.	DaVita Inc.	DAVITA KIDNEY ROCK	85/399112 08/16/2011
6.	DaVita Inc.	DAVITA KIDNEY ROCK & Design 	85/399124 08/16/2011
7.	DaVita Inc.	KIDNEY SCIENCE	85/559799 03/05/2012
8.	DaVita Inc.	KIDNEY SMART	85/559810 03/05/2012
9.	DaVita Inc.	LIFE-ALYSIS	85/567561 03/13/2012
10.	DaVita Inc.	NEPHLINK	85/509025 01/05/2012
11.	DaVita Inc.	PALADIN HEALTH	85/440025 10/05/2011
12.	DaVita Inc.	PALADINA HEALTH	85/440043 10/05/2011
13.	DaVita Inc.	ACCOUNTABLE KIDNEY CARE (Stylized)	85/164884 10/29/2010
14.	DaVita Inc.	ACCOUNTABLE RENAL CARE (Stylized)	85/161086 10/26/2010

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