

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Release

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association (as successor by Merger to Wilmington Trust FSB), as Collateral Agent		03/22/2013	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	American Renal Associates LLC
<b>Street Address:</b>	500 Cummings Center, Suite 6550
<b>City:</b>	Beverly
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01915
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	American Renal Associates LLC
<b>Street Address:</b>	500 Cummings Center, Suite 6550
<b>City:</b>	Beverly
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01915
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3711453	ARA
Registration Number:	3774101	AMERICANRENAL ASSOCIATES
Registration Number:	3774100	A
Registration Number:	3776872	AMERICANRENAL
Registration Number:	4256397	ARA BEACON

**CORRESPONDENCE DATA**

900250327

**TRADEMARK**  
 REEL: 004989 FRAME: 0444

OP \$140.00 3711453

Fax Number:

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

Phone: 212-701-3345  
Email: david.adams@thomsonreuters.com  
Correspondent Name: James P. Murphy, Legal Assistant  
Address Line 1: 80 Pine Street  
Address Line 2: Cahill Gordon & Reindel LLP  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy
Signature:	/david adams TR/
Date:	03/25/2013

**Total Attachments: 5**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of March 22, 2013 and granted by WILMINGTON TRUST FSB, in its capacity as Collateral Agent (in such capacity, the "Agent") pursuant to the Trademark Security Agreement dated as of May 7, 2010, between AMERICAN RENAL ASSOCIATES LLC (the "Pledgor") and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used but not otherwise defined herein have the meanings set forth in the Security Agreement.

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement, the Pledgor pledged and granted to the Agent a continuing second lien security interest in, and a right of setoff against, and agreed to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand (the "Security Interest"), all of the Pledgor's right, title and interest in, to and under the Trademarks including those set forth on Schedule I hereto, all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral");

**WHEREAS** the Security Agreement has been recorded with the Assignment Division of the U.S. Patent and Trademark Office on May 10, 2010 at Reel 4201 and Frame 0917 and on August 6, 2012 at Reel 4836 and Frame 0380;

**WHEREAS**, the Agent acknowledges full performance of the Obligations under the Security Agreement and accordingly has agreed to release its Security Interest in the Trademark Collateral, and all Goodwill associated with such Trademarks and all Proceeds relating thereto, set forth in Schedule I hereto; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels, re-pledges, reassigns and releases to the Pledgor any and all goodwill, rights, title, interest, liens and security interests it has against the Trademark Collateral, including, but not limited to, the Security Interest in the Trademark Collateral, without warranty or recourse.

If and to the extent the Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the Pledgor, including, but not limited to, any and all rights to sue for and collect damages for past infringements.

The Agent hereby authorizes the Pledgor, or the Pledgor's authorized representatives to: (a) record this Release with the USPTO and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Trademark Collateral. The Agent hereby agrees, at the expense of the Pledgor, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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

(signature page follows)

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

WILMINGTON TRUST, NATIONAL  
ASSOCIATION (AS SUCCESSOR BY MERGER  
TO WILMINGTON TRUST FSB), as Collateral  
Agent

By:   
Name: **Jane Schwelger**  
Title: **Vice President**

SCHEDULE I  
to  
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION #</u>	<u>TRADEMARK</u>
American Renal Associates LLC	3,711,453	77673941	ARA
American Renal Associates LLC	3,774,101	77673955	AMERICANRENAL ASSOCIATES
American Renal Associates LLC	3,774,100	77673947	A
American Renal Associates LLC	3,776,872	77673890	AMERICANRENAL
American Renal Associates LLC	4,256,397	85485675	ARA BEACON

Trademark Applications:

None.