

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		03/22/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	American Renal Associates LLC		
Street Address:	500 Cummings Center, Suite 6550		
City:	Beverly		
State/Country:	MASSACHUSETTS		
Postal Code:	09195		
Entity Type:	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			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-701-3345		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	James P. Murphy, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	James P. Murphy		

OP \$140.00 3711453

Signature:	/David Adams TR/
Date:	03/25/2013
Total Attachments: 5 source=2 File First Trademark Release (Credit Agreement)#page1.tif source=2 File First Trademark Release (Credit Agreement)#page2.tif source=2 File First Trademark Release (Credit Agreement)#page3.tif source=2 File First Trademark Release (Credit Agreement)#page4.tif source=2 File First Trademark Release (Credit Agreement)#page5.tif	

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 BANK OF AMERICA, N.A., in its capacity as Administrative 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 first 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 7, 2010 at Reel 4201 and Frame 0527, and on August 6, 2012 at Reel 4836 and Frame 0370;

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.

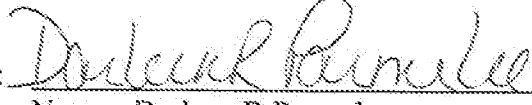
The Agent hereby authorizes the Pledgor, or the Pledgor's authorized representatives to: (a) record this Release with the USPTO and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release 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.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Darleen R Parmelee

Title: Assistant Vice President

{Trademark Release Signature Page}

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.