

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Renal Associates LLC		03/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as First Lien Administrative Agent		
Street Address:	100 N. Tryon St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
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	
Serial Number:	85799569	THE NEPHROLOGIST IS THE CENTER OF OUR UNIVERSE	
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 2:	Cahill Gordon & Reindel LLP		

OP \$165.00 3711453

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

James P. Murphy

Signature:

/david adams TR/

Date:

03/26/2013

**Total Attachments: 6**

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## First Lien Trademark Security Agreement

**First Lien Trademark Security Agreement**, dated as of March 22, 2013, by AMERICAN RENAL ASSOCIATES LLC (“Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as First Lien Administrative Agent pursuant to the First Lien Credit Agreement (in such capacity, the “First Lien Administrative Agent”).

### WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the First Lien Administrative 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 First Lien Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Pledgor hereby agrees with the First Lien Administrative 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. Pledgor hereby pledges and grants to the First Lien Administrative 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) Trademark registrations and applications 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 First Lien Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the First Lien Administrative 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.

SECTION 4. Junior Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the First Lien Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the First Lien Administrative Agent hereunder are subject to the terms of the Junior Lien Intercreditor Agreement. In the event of any conflict between the terms of the Junior Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Junior Lien Intercreditor Agreement shall govern and control.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the First Lien Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. 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 here- to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the transac- tions contemplated hereby, and all disputes between the parties under or relating to this Trademark Secu- rity Agreement or the facts or circumstances leading to its execution, whether in contract, tort or other- wise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, 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.

AMERICAN RENAL ASSOCIATES LLC,  
as Pledgor

By:   
Name Joseph Carlucci  
Title Chief Executive Officer

[Signature to First Lien Trademark Security Agreement]

Accepted and Agreed:

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

By: Darleen R. Parmelee

Name: Darleen R. Parmelee  
Title: Assistant Vice President

[Signature to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004990 FRAME: 0690**

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

**UNITED STATES TRADEMARKS:**

Registrations:

<b>Trademark</b>	<b>Reg. #</b>	<b>Appl. #</b>	<b>Owner</b>
ARA	3,711,453	77673941	American Renal Associates LLC
AMERICANRENAL ASSOCIATES	3,774,101	77673955	American Renal Associates LLC
A	3,774,100	77673947	American Renal Associates LLC
AMERICANRENAL	3,776,872	77673890	American Renal Associates LLC
ARA BEACON	4,256,397	85485675	American Renal Associates LLC

Applications:

<b>Trademark</b>	<b>Appl. #</b>	<b>Owner</b>	<b>Status</b>
THE NEPHROLOGIST IS THE CENTER OF THE UNIVERSE	85799569	American Renal Associates LLC	Pending