

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 Second Lien Administrative Agent		
Street Address:	100 N. Tryon St		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	25255		
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 4:	New York, NEW YORK 10005		

OP \$165.00 3711453

NAME OF SUBMITTER:	James P. Murphy
Signature:	/David Adams TR/
Date:	03/27/2013
Total Attachments: 6 source=4 FILE THIRD 2nd Lien Trademark Security Agreement#page1.tif source=4 FILE THIRD 2nd Lien Trademark Security Agreement#page2.tif source=4 FILE THIRD 2nd Lien Trademark Security Agreement#page3.tif source=4 FILE THIRD 2nd Lien Trademark Security Agreement#page4.tif source=4 FILE THIRD 2nd Lien Trademark Security Agreement#page5.tif source=4 FILE THIRD 2nd Lien Trademark Security Agreement#page6.tif	

Second Lien Trademark Security Agreement

Second 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 Second Lien Administrative Agent pursuant to the Second Lien Credit Agreement (in such capacity, the “Second Lien Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Second 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 Second 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 Second Lien Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgor hereby agrees with the Second 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 Second 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 Second Lien Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Second 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, (i) the Liens and security interests granted to the Second Lien Administrative Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties, including Liens and security interests granted to Bank of America, N.A., as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of February 20, 2013, among Holdings, the Borrower, the lenders from time to time party thereto, Bank of America, N.A., as administrative agent and collateral agent and the other parties thereto, as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Second Lien Administrative Agent hereunder is subject to the limitations and provisions 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.

SECTION 5. Termination. Upon the payment in full of the Loan Obligations and termination of the Security Agreement, the Second 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.

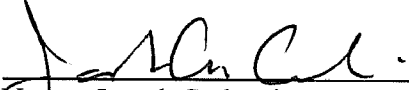
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, 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.

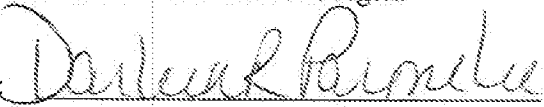
AMERICAN RENAL ASSOCIATES LLC,
as Pledgor

By: 
Name: Joseph Carlucci
Title: Chief Executive Officer

[Signature to Second Lien Trademark Security Agreement]

Accepted and Agreed:

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

By: 

Name: Darleen R. Parmelee
Title: Assistant Vice President

[Signature to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004991 FRAME: 0897

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

UNITED STATES TRADEMARKS:

Registrations:

Trademark	Reg. #	Appl. #	Owner
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:

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