

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXSTAGE MEDICAL, INC.		06/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent		
Street Address:	Two Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3247922	PUREMA	
Registration Number:	2694959	BUTTONHOLE	
Serial Number:	86105425	FINGERSHIELD	
Registration Number:	4316035	HOMEVIEW	
Registration Number:	4129268	INVENT. IMPROVE. INSPIRE.	
Registration Number:	3265436	LOCKSITE	
Registration Number:	3308225	MASTERGEL	
Registration Number:	2162400	MASTERGUARD	
Registration Number:	2492985	MASTERSEAL	
Registration Number:	1855659	MEDIC	
Registration Number:	2322952	MEDISYSTEMS	
Registration Number:	2500286		
Serial Number:	86100383	NX2ME	
Serial Number:	86100394	NX2ME CONNECTED HEALTH	
Registration Number:	3822498	NXRX	
Registration Number:	2565759	NXSTAGE	
Registration Number:	2565758	NXSTAGE	
Serial Number:	86213089	NXSTAGE + ONE	
Registration Number:	4129269	NXSTAGE INVENT. IMPROVE. INSPIRE.	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4082660	NXSTEPS
Serial Number:	85567988	ONESITE
Registration Number:	1850632	READYSET
Registration Number:	3412661	REVERSO
Registration Number:	2439340	SAMESITE
Registration Number:	3927165	SECURECLIP
Registration Number:	3991640	SECURESITE
Registration Number:	4082661	SIMPLE STEPS FOR SUCCESS AT HOME
Registration Number:	3496624	STERIPICK
Registration Number:	3127215	STREAMLINE
Registration Number:	2957785	TWINPACK+
Registration Number:	2712842	VIRAGUARD

CORRESPONDENCE DATA

Fax Number: 4045725100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLC

Address Line 4: Atlanta, GEORGIA 30309-2531

ATTORNEY DOCKET NUMBER: NXSTAGE - 09642.015063

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 06/10/2014

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 9, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among NxStage Medical, Inc., a Delaware corporation ("NxStage"), Medisystems Corporation, a Washington corporation ("Medisystems"), NxStage Kidney Care, Inc., a Delaware corporation ("NKC"), NxStage Jacksonville, LLC, a Delaware limited liability company ("Jacksonville"), NKC Boca Raton, LLC, a Delaware limited liability company ("Boca Raton"), NxStage Oak Brook, LLC, a Delaware limited liability company ("Oak Brook"), NxStage Cincinnati, LLC, a Delaware limited liability company ("Cincinnati"), NxStage Cleveland, LLC, a Delaware limited liability company ("Cleveland"), NxStage Columbus, LLC, a Delaware limited liability company ("Columbus"), NxStage Toledo, LLC, a Delaware limited liability company ("Toledo"), NKC Cincinnati West, LLC, a Delaware limited liability company ("Cincinnati West"), NxStage St Louis, LLC, a Delaware limited liability company ("St Louis"), NxStage Omaha, LLC, a Delaware limited liability company ("Omaha"), NxStage Greenbelt, LLC, a Delaware limited liability company ("Greenbelt"), NKC Baltimore North, LLC, a Delaware limited liability company ("Baltimore North"), NKC Baltimore West, LLC, a Delaware limited liability company ("Baltimore West"), NxStage Boston North, LLC, a Delaware limited liability company ("Boston North"), NxStage Boston South, LLC, a Delaware limited liability company ("Boston South"), NxStage Newark, LLC, a Delaware limited liability company ("Newark"), NKC New Brunswick, LLC, a Delaware limited liability company ("New Brunswick"), NxStage Pittsburgh East, LLC, a Delaware limited liability company ("Pittsburgh East") and NKC Lehigh County, LLC ("Lehigh", and Lehigh, together with NxStage, Medisystems, NKC, Jacksonville, Boca Raton, Oak Brook, Cincinnati, Cleveland, Columbus, Toledo, Cincinnati West, St Louis, Omaha, Greenbelt, Baltimore North, Baltimore West, Boston North, Boston South, Newark, New Brunswick and Pittsburgh East, collectively as the "Borrowers" and individually as a "Borrower"), the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement dated June 9, 2014 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security

Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

NXSTAGE MEDICAL, INC.,
as Grantor

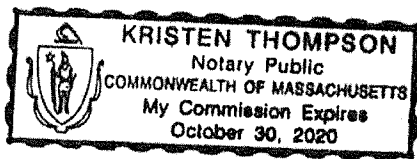
By: *Jeffrey H. Burbank*
Name: Jeffrey H. Burbank
Title: Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

State of MASSACHUSETTS)
County of ESSEX) ss.

On this 20th day of JUNE, 2014 before me personally appeared Jeffrey H. Burbank, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NxStage Medical, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kristen Thompson
Notary Public



[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Verleria King-Jones
Name: Verleria King-Jones
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

See attached.

2. TRADEMARK APPLICATIONS

See attached.

3. IP LICENSES

Non-exclusive trademark license granted to NxStage Medical, Inc. to use the trademark name PUREMA in connection with dialyzers containing the trademark's owner Membrana GmbH's membranes.

Registration Date: May 29, 2007.

Registration Number: 3247922

Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase	Serial Number Filing Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
BUTTONHOLE	19918-023/ NxStage Medical, Inc. <i>Class(es):</i> 10 <i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc.	76/330472 26-Oct-2001		2,694,959 11-Mar-2003 <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 11-Mar-2023 JDD
FINGERSHIELD	19918-025A/ NxStage Medical, Inc. <i>Class(es):</i> 10 <i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc.	86/105425 30-Oct-2013	25-Mar-2014		Published
HOMEVIEW	19918-053/ NxStage Medical, Inc. <i>Class(es):</i> 9 <i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc.	85/627235 16-May-2012	22-Jan-2013	4,316,035 09-Apr-2013 <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 09-Apr-2023 JDD
INVENT. IMPROVE. INSPIRE.	19918-041/ NxStage Medical, Inc. <i>Class(es):</i> 10 <i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc.	85/071369 25-Jun-2010	30-Nov-2010	4,129,268 17-Apr-2012 <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 17-Apr-2022 JDD
LOCKSITE	19918-019/ NxStage Medical, Inc. <i>Class(es):</i> 10 <i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc.	76/489216 11-Feb-2003		3,265,436 17-Jul-2007 <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 17-Jul-2017 JDD

TRADEMARK

REEL: 005299 FRAME: 0843

Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase	Serial Number Filing Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
MASTERGEL	19918-022/ NxStage Medical, Inc.	78/458430 28-Jul-2004		3,308,225 09-Oct-2007	Registered 09-Oct-2017
	<i>Class(es): 5</i>				
	<i>Agent Name:</i> <i>Client: NxStage Medical, Inc.</i>				
MASTERGUARD	19918-030/ NxStage Medical, Inc.	75/00920 03-Oct-1995		2,162,400 02-Jun-1998	Registered 02-Jun-2018
	<i>Class(es): 10</i>				
	<i>Agent Name:</i> <i>Client: NxStage Medical, Inc.</i>				
MASTERSEAL	19918-035/ NxStage Medical, Inc.	75/492635 28-May-1998		2,492,985 25-Sep-2001	Registered 25-Sep-2011
	<i>Class(es): 10</i>				
	<i>Agent Name:</i> <i>Client: NxStage Medical, Inc.</i>				
MEDIC	19918-033/ NxStage Medical, Inc.	74/454253 04-Nov-1993		1,855,659 27-Sep-1994	Registered 27-Sep-2024
	<i>Class(es): 10</i>				
	<i>Agent Name:</i> <i>Client: NxStage Medical, Inc.</i>				
MEDISYSTEMS	19918-017/ NxStage Medical, Inc.	75/443438 02-Mar-1998		2,322,952 29-Feb-2000	Registered 28-Feb-2020
	<i>Class(es): 10</i>				
	<i>Agent Name:</i> <i>Client: NxStage Medical, Inc.</i>				

TRADEMARK

REEL: 005299 FRAME: 0844

Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase	Serial Number Filing Date	Publication Number/Date	Registration Number/Date	Status
MISCELLANEOUS DESIGN - MEDISYSTEMS (LOGO)	19918-029/ NxStage Medical, Inc.	76/152564 24-Oct-2000		2,500,286 23-Oct-2001	Registered 23-Oct-2021
	<i>Class(es):</i> 10			<i>Attorney(s):</i> SNW	JDD
	<i>Agent Name:</i>			<i>Agent Ref:</i>	
	<i>Client:</i> NxStage Medical, Inc.			<i>Client Ref:</i>	
NX2ME	19918-062/ NxStage Medical, Inc.	86/100383 24-Oct-2013	08-Apr-2014		Published
	<i>Class(es):</i> 9, 42			<i>Attorney(s):</i> SNW	JDD
	<i>Agent Name:</i>			<i>Agent Ref:</i>	
	<i>Client:</i> NxStage Medical, Inc.			<i>Client Ref:</i>	
NX2ME CONNECTED HEALTH	19918-063/ NxStage Medical, Inc.	86/100394 24-Oct-2013	29-Apr-2014		Published
	<i>Class(es):</i> 9, 42			<i>Attorney(s):</i> SNW	JDD
	<i>Agent Name:</i>			<i>Agent Ref:</i>	
	<i>Client:</i> NxStage Medical, Inc.			<i>Client Ref:</i>	
NXRX	19918-013/ NxStage Medical, Inc.	77/544488 12-Aug-2008	26-May-2009	3,822,498 20-Jul-2010	Registered 20-Jul-2020
	<i>Class(es):</i> 42			<i>Attorney(s):</i> SNW	JDD
	<i>Agent Name:</i>			<i>Agent Ref:</i>	
	<i>Client:</i> NxStage Medical, Inc.			<i>Client Ref:</i>	
NXSTAGE	19918-002/ NxStage Medical, Inc.	75/800711 15-Sep-1999	08-May-2001	2,565,759 30-Apr-2002	Registered 30-Apr-2022
	<i>Class(es):</i> 10			<i>Attorney(s):</i> SNW	JDD
	<i>Agent Name:</i>			<i>Agent Ref:</i>	
	<i>Client:</i> NxStage Medical, Inc.			<i>Client Ref:</i>	

TRADEMARK

REEL: 005299 FRAME: 0845

Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase	Serial Number Filing Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
NXSTAGE (& Design)	19918-003/ NxStage Medical, Inc.	75/810705 15-Sep-1999	08-May-2001	2,565,758 30-Apr-2002	Registered 30-Apr-2022
	<i>Class(es):</i> 10				
	<i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc. <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>				
NXSTAGE + ONE	19918-064/ NxStage Medical, Inc.	86/213089 06-Mar-2014			Pending
	<i>Class(es):</i> 41				
	<i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc. <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>				
NXSTAGE INVENT. IMPROVE. INSPIRE. (& Design)	19918-042/ NxStage Medical, Inc.	85/071378 25-Jun-2010	30-Nov-2010	4,129,269 17-Apr-2012	Registered 17-Apr-2022
	<i>Class(es):</i> 10				
	<i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc. <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>				
NXSTEPS	19918-047/ NxStage Medical, Inc.	85/276522 25-Mar-2011	25-Oct-2011	4,082,660 10-Jan-2012	Registered 10-Jan-2022
	<i>Class(es):</i> 16, 41				
	<i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc. <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>				
ONESITE	19918-051/ NxStage Medical, Inc.	85/567988 13-Mar-2012	31-Jul-2012		Allowed
	<i>Class(es):</i> 10				
	<i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc. <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>				

TRADEMARK

REEL: 005299 FRAME: 0846

Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase	Serial Number Filing Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
READYSET	19918-032/ NxStage Medical, Inc. <i>Class(es):</i> 10 <i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc.	74/454340 04-Nov-1993		1,850,632 23-Aug-1994 <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 23-Aug-2024 JDD
REVERSO	19918-021/ NxStage Medical, Inc. <i>Class(es):</i> 10 <i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc.	78/458427 28-Jul-2004		3,412,661 15-Apr-2008 <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 15-Apr-2018 JDD
SAMESITE	19918-027/ NxStage Medical, Inc. <i>Class(es):</i> 10 <i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc.	75/701676 10-May-1999		2,439,340 27-Mar-2001 <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 27-Mar-2021 JDD
SECURECLIP (Supplemental Register)	19918-043/ NxStage Medical, Inc. <i>Class(es):</i> 10 <i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc.	85/144048 04-Oct-2010		3,927,165 01-Mar-2011 <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 01-Mar-2021 JDD
SECURESITE	19918-037/ NxStage Medical, Inc. <i>Class(es):</i> 10 <i>Agent Name:</i> <i>Client:</i> NxStage Medical, Inc.	77/916469 21-Jan-2010		3,991,640 12-Jul-2011 <i>Attorney(s):</i> SNW <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 12-Jul-2021 JDD

Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase	Serial Number Filing Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
SIMPLE STEPS FOR SUCCESS AT HOME	19918-046/ NxStage Medical, Inc.	85/276324 25-Mar-2011	25-Oct-2011	4,082,661 10-Jan-2012	Registered 10-Jan-2022
	<i>Class(es):</i> 16, 41				
	<i>Agent Name:</i>				
	<i>Client:</i> NxStage Medical, Inc.				
STERIPICK	19918-016/ NxStage Medical, Inc.	77/159629 18-Apr-2007	06-Nov-2007	3,496,624 02-Sep-2008	Registered 02-Sep-2018
	<i>Class(es):</i> 10				
	<i>Agent Name:</i>				
	<i>Client:</i> NxStage Medical, Inc.				
STREAMLINE	19918-026/ NxStage Medical, Inc.	76/118725 23-Aug-2000		3,127,215 08-Aug-2006	Registered 08-Aug-2016
	<i>Class(es):</i> 10				
	<i>Agent Name:</i>				
	<i>Client:</i> NxStage Medical, Inc.				
TWINPACK+	19918-020/ NxStage Medical, Inc.	76/546380 22-Sep-2003		2,957,785 31-May-2005	Registered 31-May-2015
	<i>Class(es):</i> 10				
	<i>Agent Name:</i>				
	<i>Client:</i> NxStage Medical, Inc.				
VIRAGUARD	19918-028/ NxStage Medical, Inc.	76/315038 20-Sep-2001		2,712,842 06-May-2003	Registered 06-May-2023
	<i>Class(es):</i> 10				
	<i>Agent Name:</i>				
	<i>Client:</i> NxStage Medical, Inc.				

TRADEMARK