

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308792

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement (Reel: 4894/Frame: 0270)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		06/24/2014	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	DaVita HealthCare Partners Inc., as Pledgor
Street Address:	2000 16th Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85351727	DAVITA
Serial Number:	85351758	DAVITA
Serial Number:	85559793	DAVITA KIDNEY SCIENCE
Serial Number:	85559806	DAVITA KIDNEY SMART
Serial Number:	85399112	DAVITA KIDNEY ROCK
Serial Number:	85399124	DAVITA KIDNEY ROCK
Serial Number:	85559799	KIDNEY SCIENCE
Serial Number:	85559810	KIDNEY SMART
Serial Number:	85567561	LIFE-ALYSIS
Serial Number:	85509025	NEPHLINK
Serial Number:	85440025	PALADIN HEALTH
Serial Number:	85440043	PALADINA HEALTH
Serial Number:	85164884	ACCOUNTABLE KIDNEY CARE
Serial Number:	85161086	ACCOUNTABLE RENAL CARE

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

TRADEMARK

Correspondent Name: Ken Tan, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Ken Tan, Legal Assistant

SIGNATURE: /Marina Kelly Thomson Reuters/

DATE SIGNED: 06/26/2014

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of June 24, 2014 (the “Effective Date”), by JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the “Collateral Agent”), in favor of DaVita HealthCare Partners Inc. (formerly known as DaVita Inc.) (the “Pledgor”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement between the Pledgor and the Collateral Agent dated as of November 1, 2012 (the “Trademark Security Agreement”), the Pledgor pledged and granted to the Collateral Agent a lien on and security interest in all of its right, title and interest in and to certain collateral identified in said Trademark Security Agreement including, without limitation, the trademark registrations and applications set forth on Schedule I hereto, along with the goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the U.S. Patent & Trademark Office on November 5, 2012 at Reel 004894 and Frame 0270;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, discharges, reassigns and releases any and all liens and security interests it has in and against the Trademarks arising under the Trademark Security Agreement.

If and to the extent the Collateral Agent has acquired any right, title or interest in or to any of the Trademarks, it hereby irrevocably re-assigns and re-transfers all such rights, title and interest to the Pledgor.



The Collateral Agent shall take all further actions, and provide to the Pledgor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor, and at Pledgor’s cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

By: 
Name: Dawn L. LeeLum
Title: Executive Director

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

	Owner	Trademark	Serial No. Filing Date
1.	DaVita Inc.	DAVITA	85/351727 06/21/2011
2.	DaVita Inc.	DAVITA & Design 	85/351758 06/21/2011
3.	DaVita Inc.	DAVITA KIDNEY SCIENCE	85/559793 03/05/2012
4.	DaVita Inc.	DAVITA KIDNEY SMART	85/559806 03/05/2012
5.	DaVita Inc.	DAVITA KIDNEY ROCK	85/399112 08/16/2011
6.	DaVita Inc.	DAVITA KIDNEY ROCK & Design 	85/399124 08/16/2011
7.	DaVita Inc.	KIDNEY SCIENCE	85/559799 03/05/2012
8.	DaVita Inc.	KIDNEY SMART	85/559810 03/05/2012
9.	DaVita Inc.	LIFE-ALYSIS	85/567561 03/13/2012
10.	DaVita Inc.	NEPHLINK	85/509025 01/05/2012
11.	DaVita Inc.	PALADIN HEALTH	85/440025 10/05/2011
12.	DaVita Inc.	PALADINA HEALTH	85/440043 10/05/2011
13.	DaVita Inc.	ACCOUNTABLE KIDNEY CARE (Stylized)	85/164884 10/29/2010
14.	DaVita Inc.	ACCOUNTABLE RENAL CARE (Stylized)	85/161086 10/26/2010