

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309162

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ABQ Health Partners, LLC. as Pledgor		06/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
Healthcare Partners, LLC, a California limited liability company, as Pledgor		06/24/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
JSA Healthcare Corporation, a Delaware corporation, as Pledgor		06/24/2014	CORPORATION: DELAWARE
RMS Lifeline Inc., a Delaware corporation, as Pledgor		06/24/2014	CORPORATION: DELAWARE
Total Renal Laboratories, Inc., a Florida corporation, as Pledgor		06/24/2014	CORPORATION: FLORIDA
DaVita HealthCare Partners Inc., a Delaware corporaton, as Pledgor		06/24/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent
<b>Street Address:</b>	500 Stanton Christiana Road, Floor 3, Ops 2
<b>City:</b>	Newark
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19713
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 61**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3862898	ABQ HEALTH PARTNERS
<b>Registration Number:</b>	3927428	CERTIFIED HEALTHY
<b>Registration Number:</b>	3622847	DAVITA NEPHROLOGY PARTNERS
<b>Registration Number:</b>	3520992	DAVITA NEPHROLOGY PARTNERS
<b>Registration Number:</b>	2602168	DAVITA
<b>Registration Number:</b>	4340687	DAVITA
<b>Registration Number:</b>	4340688	DAVITA
<b>Registration Number:</b>	2576733	DAVITA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2804425	DAVITA CLINICAL RESEARCH
Registration Number:	3825717	DAVITA KAT WALKS ACROSS AMERICA
Registration Number:	3825716	DAVITA KAT WALKS ACROSS AMERICA
Registration Number:	4444274	DAVITA KIDNEY ROCK
Registration Number:	4444275	DAVITA KIDNEY ROCK
Registration Number:	3988657	DAVITA RX
Registration Number:	3988658	DAVITA RX
Registration Number:	4016256	DAVITA VILLAGEHEALTH
Registration Number:	3522959	DAVITA'S KEY TO BETTER HEALTH
Registration Number:	3522960	DAVITA'S KEY TO BETTER HEALTH
Registration Number:	2802019	DCR
Registration Number:	4416171	DIALYSISFINDER
Registration Number:	3672156	EMPOWER
Registration Number:	3826440	EMPOWER
Registration Number:	3698278	FALCON
Registration Number:	3698279	FALCON INNOVATIVE KIDNEY SOLUTIONS. DELI
Registration Number:	3698280	INNOVATIVE KIDNEY SOLUTIONS. DELIVERED.
Registration Number:	4293631	KIDNEY SCIENCE
Registration Number:	4459665	KIDNEY SMART
Registration Number:	4221967	LIFE-ALYSIS
Registration Number:	3836639	LIFELINE VASCULAR ACCESS
Registration Number:	3839818	LIFELINE VASCULAR ACCESS
Registration Number:	3525737	MAXINE
Registration Number:	3583371	MAXINE
Registration Number:	3512913	
Registration Number:	3259023	
Registration Number:	3291282	
Registration Number:	3698281	
Registration Number:	4347554	NEPHLINK
Registration Number:	4255049	PALADINA HEALTH
Registration Number:	4248190	PHOSPHORUS CHALLENGE
Registration Number:	3256766	REGGIE
Registration Number:	2821059	
Registration Number:	3245239	SNAPPY
Registration Number:	3800318	TOUR DAVITA
Registration Number:	3825777	TOUR DAVITA
Registration Number:	3929289	VILLA BY DAVITA
Registration Number:	3929290	VILLA BY DAVITA
Registration Number:	3758353	VILLAGEHEALTH

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	3758496	VILLAGE HEALTH
Registration Number:	3779494	VILLAGEHEALTH DISEASE MANAGEMENT
Registration Number:	3779495	VILLAGEHEALTH DISEASE MANAGEMENT
Registration Number:	2185155	ARTA
Registration Number:	2423605	ARTA
Registration Number:	3503753	GREAT CARE. EXPECT IT.
Registration Number:	2844139	HEALTH CARE PARTNERS
Registration Number:	3976253	HEALTHCARE PARTNERS, IPA
Registration Number:	3936158	HEALTHCARE PARTNERS MANAGEMENT SERVICES
Registration Number:	3743502	TALBERT SURGICAL ASSOCIATES
Registration Number:	3584913	TALBERT MEDICAL GROUP
Registration Number:	3714321	JSA MEDICAL GROUP
Registration Number:	2161304	KLINLAB
Serial Number:	86117718	HEALTHCARE PARTNERS

**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

**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

<b>NAME OF SUBMITTER:</b>	Ken Tan, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
<b>DATE SIGNED:</b>	06/30/2014

**Total Attachments: 9**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ABQ Health Partners, LLC, as Pledgor

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) USA - DE

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 24, 2014

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 500 Stanton Christiana Road, Floor 3, Ops 2

City: Newark

State: Delaware

Country: USA Zip: 19713

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_

See Schedule I

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Ken Tan, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: New York

Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08380.0555

Email Address: KTan@cahill.com

**6. Total number of applications and registrations involved:**

63

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature  
Ken Tan

06/25/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Healthcare Partners, LLC, a California limited liability company, as Pledgor  
Citizenship – USA – CA  
19191 South Vermont Avenue, Suite 200  
Torrance, CA 90502

JSA Healthcare Corporation, a Delaware corporation, as Pledgor  
Citizenship – USA – DE  
10051 5<sup>th</sup> Street North, Suite 200  
St. Petersburg, FL 33702

RMS Lifeline Inc., a Delaware corporation, as Pledgor  
Citizenship – USA – DE  
2000 16th Street  
Denver, CO 80202

Total Renal Laboratories, Inc., a Florida corporation, as Pledgor  
Citizenship – USA – FL  
2000 16th Street  
Denver, CO 80202

DaVita HealthCare Partners Inc., a Delaware corporaton, as Pledgor  
Citizenship – USA – DE  
2000 16th Street  
Denver, CO 80202

Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of June 24, 2014, by ABQ Health Partners, LLC, Healthcare Partners, LLC, JSA Healthcare Corporation, RMS Lifeline Inc., Total Renal Laboratories, Inc. and DaVita HealthCare Partners Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral 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. Each Pledgor hereby pledges and grants to the Collateral 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) Trademarks 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 Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement or upon the release, pursuant to Section 11.4 of the Security Agreement, of the Lien created by the Security Agreement against any of the Trademarks, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Trademark Security Agreement.


SECTION 5. 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.

[signature page follows]

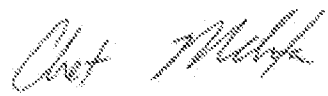
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ABQ HEALTH PARTNERS, LLC  
HEALTHCARE PARTNERS, LLC  
JSA HEALTHCARE CORPORATION  
RMS LIFELINE INC.  
TOTAL RENAL LABORATORIES, INC.

By:   
Name: Chetan P. Mehta  
Title: Group Vice President


DAVITA HEALTHCARE PARTNERS INC.

By:   
Name: Chetan P. Mehta  
Title: Group Vice President of Finance



Accepted and Agreed:

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

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

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005312 FRAME: 0142**

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

**Trademark Registrations:**

<b>Owner</b>	<b>Trademark</b>	<b>Registration Number/ Application Number</b>	<b>Registration Date/Filing Date</b>
ABQ Health Partners, LLC	ABQ HEALTH PARTNERS and stethoscope design	3,862,898	19-Oct-10
ABQ Health Partners, LLC	CERTIFIED HEALTHY and green apple design	3,927,428	8-Mar-11
DaVita HealthCare Partners Inc.	DAVITA NEPHROLOGY PARTNERS	3622847	19-May-09
DaVita HealthCare Partners Inc.	DAVITA NEPHROLOGY PARTNERS	3520992	21-Oct-08
DaVita HealthCare Partners Inc.	DAVITA	2,602,168	30-Jul-02
DaVita HealthCare Partners Inc.	DAVITA	4,340,687	28-May-13
DaVita HealthCare Partners Inc.	DAVITA (& DESIGN)	4,340,688	28-May-13
DaVita HealthCare Partners Inc.	DAVITA (AND DESIGN)	2,576,733	4-Jun-02
DaVita HealthCare Partners Inc.	DAVITA CLINICAL RESEARCH	2,804,425	13-Jan-04
DaVita HealthCare Partners Inc.	DAVITA KAT WALKS ACROSS AMERICA	3,825,717	27-Jul-10
DaVita HealthCare Partners Inc.	DAVITA KAT WALKS ACROSS AMERICA (& Design)	3,825,716	27-Jul-10
DaVita HealthCare Partners Inc.	DAVITA KIDNEY ROCK	4,444,274	3-Dec-13
DaVita HealthCare Partners Inc.	DAVITA KIDNEY ROCK (& Design)	4,444,275	3-Dec-13
DaVita HealthCare Partners Inc.	DAVITA RX	3,988,657	5-Jul-11
DaVita HealthCare Partners Inc.	DAVITA RX (& Design)	3,988,658	5-Jul-11
DaVita HealthCare Partners Inc.	DAVITA VILLAGEHEALTH	4,016,256	23-Aug-11
DaVita HealthCare Partners Inc.	DAVITA'S KEY TO BETTER HEALTH	3,522,959	28-Oct-08
DaVita HealthCare Partners Inc.	DAVITA'S KEY TO BETTER HEALTH (& LOGO)	3,522,960	28-Oct-08
DaVita HealthCare Partners Inc.	DCR	2,802,019	6-Jan-04
DaVita HealthCare Partners Inc.	DIALYSISFINDER	4,416,171	8-Oct-13
DaVita HealthCare Partners Inc.	EMPOWER	3,672,156	25-Aug-09
DaVita HealthCare Partners Inc.	EMPOWER	3,826,440	27-Jul-10
DaVita HealthCare Partners Inc.	FALCON	3,698,278	20-Oct-09
DaVita HealthCare Partners Inc.	FALCON INNOVATIVE KIDNEY SOLUTIONS. DELIVERED. ( & Design)	3,698,279	20-Oct-09

Owner	Trademark	Registration Number/ Application Number	Registration Date/Filing Date
DaVita HealthCare Partners Inc.	INNOVATIVE KIDNEY SOLUTIONS.DELIVERED.	3,698,280	20-Oct-09
DaVita HealthCare Partners Inc.	KIDNEY SCIENCE	4,293,631	19-Feb-13
DaVita HealthCare Partners Inc.	KIDNEY SMART	4,459,665	31-Dec-13
DaVita HealthCare Partners Inc.	LIFE-ALYSIS	4,221,967	9-Oct-12
DaVita HealthCare Partners Inc.	LIFELINE VASCULAR ACCESS	3,836,639	24-Aug-10
DaVita HealthCare Partners Inc.	LIFELINE VASCULAR ACCESS (& Design)	3,839,818	31-Aug-10
DaVita HealthCare Partners Inc.	MAXINE	3,525,737	28-Oct-08
DaVita HealthCare Partners Inc.	MAXINE	3,583,371	3-Mar-09
DaVita HealthCare Partners Inc.	MISCELLANEOUS DESIGN "Alligator Character"	3,512,913	7-Oct-08
DaVita HealthCare Partners Inc.	MISCELLANEOUS DESIGN (BIRD DESIGN)	3,259,023	3-Jul-07
DaVita HealthCare Partners Inc.	MISCELLANEOUS DESIGN (Dancing Star Logo)	3,291,282	11-Sep-07
DaVita HealthCare Partners Inc.	MISCELLANEOUS DESIGN (FALCON DESIGN)	3,698,281	20-Oct-09
DaVita HealthCare Partners Inc.	NEPHLINK	4,347,554	4-Jun-13
DaVita HealthCare Partners Inc.	PALADINA HEALTH	4,255,049	4-Dec-12
DaVita HealthCare Partners Inc.	PHOSPHORUS CHALLENGE	4,248,190	27-Nov-12
DaVita HealthCare Partners Inc.	REGGIE	3,256,766	26-Jun-07
DaVita HealthCare Partners Inc.	RISING STAR DESIGN	2,821,059	9-Mar-04
DaVita HealthCare Partners Inc.	SNAPPY	3,245,239	22-May-07
DaVita HealthCare Partners Inc.	TOUR DAVITA	3,800,318	8-Jun-10
DaVita HealthCare Partners Inc.	TOUR DAVITA (& Design)	3,825,777	27-Jul-10
DaVita HealthCare Partners Inc.	VILLA BY DAVITA	3,929,289	8-Mar-11
DaVita HealthCare Partners Inc.	VILLA BY DAVITA (Stylized)	3,929,290	8-Mar-11
DaVita HealthCare Partners Inc.	VILLAGEHEALTH	3,758,353	9-Mar-10
DaVita HealthCare Partners Inc.	VILLAGEHEALTH (LOGO)	3,758,496	9-Mar-10
DaVita HealthCare Partners Inc.	VILLAGEHEALTH DISEASE MANAGEMENT	3,779,494	20-Apr-10
DaVita HealthCare Partners Inc.*	VILLAGEHEALTH DISEASE MANAGEMENT	3779495	20-Apr-10
HealthCare Partners, LLC	ARTA	2,185,155	25-Aug-98
HealthCare Partners, LLC	ARTA	2,423,605	23-Jan-01
HealthCare Partners, LLC	GREAT CARE. EXPECT IT.	3,503,753	23-Sep-08
HealthCare Partners, LLC	HEALTHCARE PARTNERS and hands design	2,844,139	25-May-04
HealthCare Partners, LLC	HEALTHCARE PARTNERS, IPA	3,976,253	14-Jun-11

<b>Owner</b>	<b>Trademark</b>	<b>Registration Number/ Application Number</b>	<b>Registration Date/Filing Date</b>
HealthCare Partners, LLC	HEALTHCARE PARTNERS MANAGEMENT SERVICES ORGANIZATIONS	3,936,158	29-Mar-11
HealthCare Partners, LLC	TALBERT SURGICAL ASSOCIATES	3,743,502	26-Jan-10
HealthCare Partners, LLC	TALBERT MEDICAL GROUP	3,584,913	3-Mar-09
HealthCare Partners, LLC	HEALTHCARE PARTNERS	86117718	13-Nov-13
JSA Healthcare Corporation	JSA MEDICAL GROUP	3,714,321	24-Nov-09
RMS Lifeline Inc.	LIFELINE VASCULAR ACCESS	3,836,639	24-Aug-10
RMS Lifeline Inc.	LIFELINE VASCULAR ACCESS	3,839,818	31-Aug-10
Total Renal Laboratories, Inc.	KLINLAB	2161304	2-Jun-98

\*Mark is still in the name of DaVita Inc. at the USPTO. Mark is no longer in use.