

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Sec Int in TM (2nd Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		12/31/2015	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	U.S Renal Care, Inc.		
Street Address:	2400 Dallas Parkway, Suite 350		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	CORPORATION: DELAWARE		
Name:	Dialysis Corporation of America		
Street Address:	2400 Dallas Parkway, Suite 350		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3429450	U. S. RENAL CARE	
Registration Number:	3169926	RENAL CHOICES	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Jennifer Riehl, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Jennifer Riehl, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		

OP \$65.00 3429450

DATE SIGNED:	12/31/2015
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Total Attachments: 5

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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):

Barclays Bank PLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 31, 2015

- Assignment
- Security Agreement
- Other Release of Sec Int in TM (2nd Lien)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Renal Care, Inc.

Street Address: 2400 Dallas Parkway, Suite 350

City: Plano

State: Texas

Country USA Zip: 75093

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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) Text

B. Trademark Registration No.(s)

3429450

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: Jennifer Riehl, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City New York

State NY Zip: 10005

Phone Number: (212) 701-3786

Docket Number: _____

Email Address: jriehl@cahill.com

6. Total number of applications and registrations involved:

2

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

Jennifer Riehl

December 31, 2015

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Receiving Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>
Dialysis Corporation of America	Florida	Corporation

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of December 31, 2015 (the "Effective Date"), is made by Barclays Bank PLC, in its capacity as Collateral Agent (the "Collateral Agent"), in favor of U.S. Renal Care, Inc. and Dialysis Corporation of America (each, a "Grantor" and collectively, the "Grantors").

WHEREAS, pursuant to that certain Security Agreement, dated as of July 3, 2012, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), each Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, each Grantor executed and delivered a Trademark Security Agreement, dated as of July 3, 2012 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

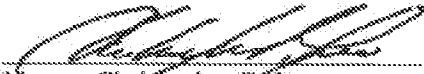
WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 9, 2012 at Reel/Frame 4816/0745;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademarks under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to each Grantor 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 such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[signature page follows]

BARCLAYS BANK PLC, acting in its
capacity as Collateral Agent

By: 
Name: Christopher R. Lee
Title: Vice President

[Signature Page to Trademark Release (Second Lien)]

Schedule A

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	US Renal Care, Inc.	U. S. RENAL CARE & Design U.S.] RENAL CARE	77111155	02/20/2007	3429450	05/20/2008
2.	Dialysis Corporation of America	Renal Choices	78596141	03/28/2005	3169926	11/07/2006