

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest Previously Recorded at Reel/Frame (4991/0892)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Second Lien Administrative Agent		04/26/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	American Renal Associates LLC		
Street Address:	500 Cummings Center		
Internal Address:	Suite 6550		
City:	Beverly		
State/Country:	MASSACHUSETTS		
Postal Code:	01915		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3776872	AMERICANRENAL	
Registration Number:	3711453	ARA	
Registration Number:	3774100	A	
Registration Number:	3774101	AMERICANRENAL ASSOCIATES	
Registration Number:	4256397	ARA BEACON	
Registration Number:	4383564	THE NEPHROLOGIST IS THE CENTER OF OUR UN	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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>			
Phone:	(650) 251-5094		
Email:	jmull@stblaw.com		
Correspondent Name:	Linda Nyberg		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	019447/0006		

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NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	04/27/2016
Total Attachments: 4 source=15. Trademark Security Agreement Release#page1.tif source=15. Trademark Security Agreement Release#page2.tif source=15. Trademark Security Agreement Release#page3.tif source=15. Trademark Security Agreement Release#page4.tif	

RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 26, 2016 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as Second Lien Administrative Agent (the “Agent”), in favor of American Renal Associates LLC (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of March 22, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Second Lien Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of March 22, 2013 (the “Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 27, 2013 at Reel/Frame 4991/0892;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels the Lien on and security interest in the Trademarks arising under the Trademark Security Agreement, including (a) the Trademark registrations and applications of such Grantor set forth 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) (collectively, “Trademark Collateral”). If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby transfers, conveys and assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the 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 the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Counterparts. This Release 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 Release by signing and delivering one or more counterparts.
6. Governing Law. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release 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, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as agent for the Lenders**

By: Justin Smiley

Name: Justin Smiley

Title: Director



GRANTORS:

American Renal Associates LLC

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	American Renal Associates LLC	AMERICANRENAL	<u>77673890</u>	02/19/2009	<u>3776872</u>	04/20/2010
2.	American Renal Associates LLC	ARA	<u>77673941</u>	02/19/2009	<u>3711453</u>	11/17/2009
3.	American Renal Associates LLC	A & Design 	<u>77673947</u>	02/19/2009	<u>3774100</u>	04/13/2010
4.	American Renal Associates LLC	AMERICANRENAL ASSOCIATES (Stylized) 	<u>77673955</u>	02/19/2009	<u>3774101</u>	04/13/2010
5.	American Renal Associates LLC	ARA BEACON	<u>85485675</u>	12/02/2011	<u>4256397</u>	12/11/2012
6.	American Renal Associates LLC	THE NEPHROLOGIST IS THE CENTER OF OUR UNIVERSE	<u>85799569</u>	12/11/2012	<u>4383564</u>	08/13/2013