

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RELIANT RENAL CARE, INC.		01/05/2017	Corporation: DELAWARE
RELIANT RENAL CARE - ALABAMA, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE - HOME, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE - LAPEER, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE - MICHIGAN, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE-TEXAS, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL MANAGEMENT, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE-WEST FLINT, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE - LOUISIANA, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE - MT. MORRIS, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE - DAVISON, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE - GEORGIA, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE - HOUMA ACUTE, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE - CHELTENHAM, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE BESSEMER HOME CHOICE, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE KENNER HOME CHOICE, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE LAPEER HOME CHOICE, LLC		01/05/2017	Limited Liability Company: DELAWARE
RELIANT RENAL CARE - EPHRATA, LLC		01/05/2017	Limited Liability Company: DELAWARE

TRADEMARK

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. SIX MILE ROAD
Internal Address:	MC 7512
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3565725	

CORRESPONDENCE DATA**Fax Number:** 8585506420

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: 858-550-6433**Email:** jmfitzpatrick@cooley.com**Correspondent Name:** JENNIFER FITZPATRICK**Address Line 1:** C/O COOLEY LLP**Address Line 2:** 4401 EASTGATE MALL**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1376 Reliant
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	01/27/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January ⁵, 2017 by and among COMERICA BANK ("Bank"), RELIANT RENAL CARE, INC., a Delaware corporation ("Reliant") and the undersigned and each of the parties listed on Annex A attached hereto (each, including Reliant, a "Grantor" and collectively, with Reliant, the "Grantors").

RECITALS

A. Grantors and Bank are parties to that certain Loan and Security Agreement dated as of October 30, 2008, as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated as of February 5, 2009, that certain Second Amendment to Loan and Security Agreement dated as of August 12, 2009, that certain Third Amendment to Loan and Security Agreement dated as of March 3, 2011, that certain Fourth Amendment to Loan and Security Agreement dated as of April 18, 2011, that certain Fifth Amendment to Loan and Security Agreement dated as of December 19, 2011, that certain Sixth Amendment to Loan and Security Agreement dated as of October 17, 2012, that certain Seventh Amendment to Loan and Security Agreement dated as of February 7, 2013, that certain Eighth Amendment to Loan and Security Agreement dated as of November 22, 2013, that certain Ninth Amendment to Loan and Security Agreement dated as of August 21, 2014, that certain Tenth Amendment to Loan and Security Agreement dated as of February 11, 2015 and that certain Eleventh Amendment to Loan and Security Agreement dated as of October 5, 2015 (collectively, the "Original Agreement"). Grantors and Bank intend to enter into that certain Amended and Restated Loan and Security Agreement dated as of the date hereof in order to amend and restate, without novation, the Original Loan Agreement (the "Amended and Restated Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Amended and Restated Loan Agreement.

B. Pursuant to the terms of the Amended and Restated Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Amended and Restated Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Amended and Restated Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Amended and Restated Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Amended and Restated Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that, as of the date hereof, such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:


Address of Grantors:

c/o Reliant Renal Care, Inc.
1400 N. Providence Road, Bldg. II, Suite 1040
Media, PA 19063
Attn: _____


RELIANT RENAL CARE, INC.

By: 
Name: CARL MOTZ
Title: CEO


RELIANT RENAL CARE - ALABAMA, LLC

By: 
Name: CARL MOTZ
Title: CEO

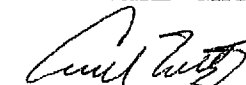
RELIANT RENAL CARE - HOME, LLC

By: 
Name: CARL MOTZ
Title: CEO


RELIANT RENAL CARE - LAPEER, LLC

By: 
Name: CARL MOTZ
Title: CEO

RELIANT RENAL CARE - MICHIGAN, LLC

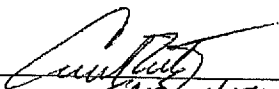
By: 
Name: CARL MOTZ
Title: CEO

RELIANT RENAL CARE-TEXAS, LLC


By: 
Name: CARL MOTZ
Title: CEO

GRANTORS (cont.):

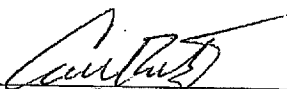
RELIANT RENAL MANAGEMENT, LLC

By: 
Name: Cheryl More
Title: CEO

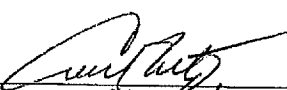
RELIANT RENAL CARE-WEST FLINT, LLC

By: 
Name: Cheryl More
Title: CEO

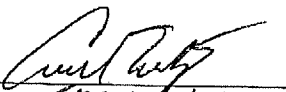
RELIANT RENAL CARE - LOUISIANA, LLC

By: 
Name: Cheryl More
Title: CEO


RELIANT RENAL CARE - MT. MORRIS, LLC

By: 
Name: Cheryl More
Title: CEO

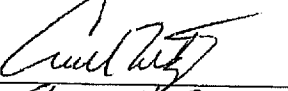
RELIANT RENAL CARE - DAVISON, LLC

By: 
Name: Cheryl More
Title: CEO

RELIANT RENAL CARE - GEORGIA, LLC

By: 
Name: Cheryl More
Title: CEO

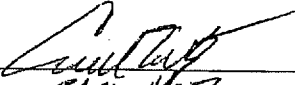
RELIANT RENAL CARE - HOUMA ACUTE, LLC

By: 
Name: Cheryl More
Title: CEO

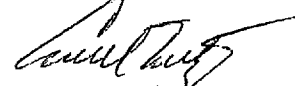
[Signature page to Intellectual Property Security Agreement]

GRANTORS (cont.):

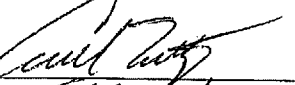
RELIANT RENAL CHELTENHAM, LLC

By: 
Name: Carol Moore
Title: CEO

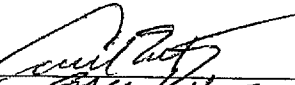
RELIANT RENAL CARE BESSEMER HOME CHOICE, LLC

By: 
Name: Carol Moore
Title: CEO

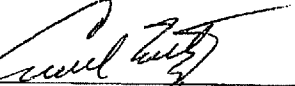
RELIANT RENAL CARE KENNER HOME CHOICE, LLC

By: 
Name: Carol Moore
Title: CEO

RELIANT RENAL CARE LAPEER HOME CHOICE, LLC

By: 
Name: Carol Moore
Title: CEO

RELIANT RENAL CARE - EPHRATA, LLC

By: 
Name: Carol Moore
Title: CEO

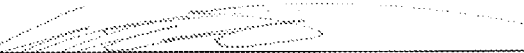
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BANK:

Address of Bank:

COMERICA BANK

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

By: 
Name: Walter Weston
Title: Vice President

[Signature page to Intellectual Property Security Agreement]

ANNEX A

RELIANT RENAL CARE, INC., a Delaware corporation
RELIANT RENAL CARE – ALABAMA, LLC, a Delaware limited liability company
RELIANT RENAL CARE – HOME, LLC, a Delaware limited liability company
RELIANT RENAL CARE – LAPEER, LLC, a Delaware limited liability company
RELIANT RENAL CARE – MICHIGAN, LLC, a Delaware limited liability company
RELIANT RENAL CARE-TEXAS, LLC, a Delaware limited liability company
RELIANT RENAL MANAGEMENT, LLC, a Delaware limited liability company
RELIANT RENAL CARE–WEST FLINT, LLC, a Delaware limited liability company
RELIANT RENAL CARE – LOUISIANA, LLC, a Delaware limited liability company
RELIANT RENAL CARE – MT. MORRIS, LLC, a Delaware limited liability company
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RELIANT RENAL CARE LAPEER HOME CHOICE, LLC, a Delaware limited liability company
RELIANT RENAL CARE - EPHRATA, LLC, a Delaware limited liability company

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Owner	Description	Patent / Application Number	Issue / Application Date
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EXHIBIT C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Reliant Renal Care, Inc.	<Design>	3,565,725	01/20/09