

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DaVita Inc.		05/02/2017	Corporation: DELAWARE
RMS Lifeline Inc.		05/02/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	500 Stanton Christiana Rd		
Internal Address:	Fl. 3, Ops 2		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4799807	CATHAWAY	
Registration Number:	4892924	DAVITA	
Registration Number:	4892922	DAVITA	
Registration Number:	4945752	FALCON	
Registration Number:	4799808	FLUIDWISE	
Registration Number:	4921635	STEPSAHEAD DIABETES MANAGEMENT	
Registration Number:	4958964	OPEN ACCESS LIFELINE	
Serial Number:	87194837	DAVITA	
Serial Number:	87052814	DAVITA LIVE SMART	
Serial Number:	87312425	DAVITA PREDICTIVE INSIGHTS	
Serial Number:	87052815	DAVITA START SMART	
Serial Number:	87052817	TRANSITION SMART	
Serial Number:	87052816	TRANSPLANT SMART	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			

OP \$340.00 4799807

TRADEMARK

Phone: 6142803562
Email: ted.mulligan@wolterskluwer.com
Correspondent Name: Ted Mulligan - CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Ted Mulligan

SIGNATURE: /ted mulligan/

DATE SIGNED: 05/04/2017

Total Attachments: 6

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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): 1. DaVita Inc. 2. RMS Lifeline Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: 1. DE; 2. DE <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>USA</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>JPMorgan Chase Bank, N.A., as Collateral Agent</u> Street Address: <u>500 Stanton Christiana Rd., Fl. 3, Ops 2</u> City: <u>Newark</u> State: <u>DE</u> Country: <u>USA</u> Zip: <u>19713</u> <input type="checkbox"/> Individual(s) Citizenship _____ <input checked="" type="checkbox"/> Association Citizenship <u>USA</u> <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
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3. Nature of conveyance/Execution Date(s) : Execution Date(s) <u>May 2, 2017</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Supplemental Security Agreement</u>	
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4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) Text <u>See Schedule I</u>	B. Trademark Registration No.(s) <u>See Schedule I</u> <div style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>
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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: <u>Elaine Carrera, Legal Assistant</u> Internal Address: _____ Street Address: <u>c/o Cahill Gordon & Reindel LLP</u> <u>80 Pine Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</u> Phone Number: <u>(212) 701-3365</u> Docket Number: _____ Email Address: <u>ecarrera@cahill.com</u>	6. Total number of applications and registrations involved: 13 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
	8. Payment Information: Deposit Account Number _____ Authorized User Name _____

9. Signature: <u>Elaine Carrera</u> <div style="text-align: center;">Signature</div> Elaine Carrera <div style="text-align: center;">Name of Person Signing</div>	May 4, 2017 <div style="text-align: center;">Date</div>
Total number of pages including cover sheet, attachments, and document: 6	

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

EXECUTION VERSION

Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of May 2, 2017, by DaVita Inc. and RMS Lifeline 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 dated as of June 24, 2014 (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.

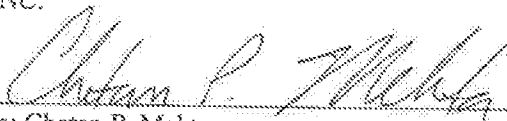
[signature page follows]

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,

DAVITA INC.

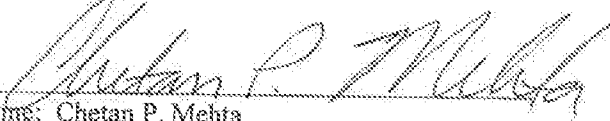
By:


Name: Chetan P. Mehta

Title: Group Vice President

RMS LIFELINE INC.

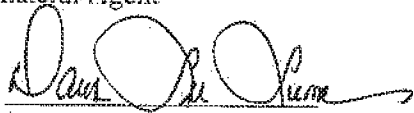
By:


Name: Chetan P. Mehta

Title: Group Vice President

Accepted and Agreed:

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

By: 

Name: Dawn Lee Lum
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE/FILING DATE
DaVita Inc.	4,799,807	CATHAWAY	8/25/15
DaVita Inc.	4,892,924	DAVITA	1/26/16
DaVita Inc.	4,892,922	DAVITA (& DESIGN)	1/26/16
DaVita Inc.	4,945,752	FALCON	4/26/16
DaVita Inc.	4,799,808	FLUIDWISE	8/25/15
DaVita Inc.	4,921,635	STEPSAHEAD DIABETES MANAGEMENT	3/22/16
RMS Lifeline, Inc.	4,958,964	OPEN ACCESS LIFELINE	5/17/16

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK	REGISTRATION DATE/FILING DATE
DaVita Inc.	87/194,837	DaVita & Design in Black & White (Updated 2016 Logo)	10/6/16
DaVita Inc.	87/052,814	DAVITA LIVE SMART	5/27/16
DaVita Inc.	87/312,425	DAVITA PREDICTIVE INSIGHTS	1/24/17
DaVita Inc.	87/052,815	DAVITA START SMART	5/27/16
DaVita Inc.	87/052,817	TRANSITION SMART	5/27/16
DaVita Inc.	87/052,816	TRANSPLANT SMART	5/27/16