

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM432321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Renal Associates LLC		06/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street, N.E., 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3711453	ARA	
Registration Number:	3774101	AMERICANRENAL ASSOCIATES	
Registration Number:	3774100	A	
Registration Number:	3776872	AMERICANRENAL	
Registration Number:	4256397	ARA BEACON	
Registration Number:	4383564	THE NEPHROLOGIST IS THE CENTER OF OUR UN	
Registration Number:	5166730	DIALYSIS AT SKI	
Registration Number:	4915209	EXPERIENCE THE ARA DIFFERENCE	
Registration Number:	5168110	VITAL	
Serial Number:	87266409	TEAMS	
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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 3711453

Address Line 4: Columbus, OHIO 43219	
NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	06/23/2017
Total Attachments: 6 source=ARA.SunTrust Trademark Security Agreement#page1.tif source=ARA.SunTrust Trademark Security Agreement#page2.tif source=ARA.SunTrust Trademark Security Agreement#page3.tif source=ARA.SunTrust Trademark Security Agreement#page4.tif source=ARA.SunTrust Trademark Security Agreement#page5.tif source=ARA.SunTrust Trademark Security Agreement#page6.tif	

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):

American Renal Associates LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company - Delaware

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) June 22, 2017

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: SunTrust Bank, as Administrative Agent

Street Address: 303 Peachtree Street, N.E., 25th Floor

City: Atlanta

State: Georgia

Country: USA Zip: 30308

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

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

See attached Schedule I

B. Trademark Registration No.(s)

See attached 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: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 78840.0081

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

10

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

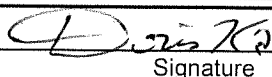
- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

Doris Ka

Name of Person Signing

June 22, 2017

Date

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

TRADEMARK
REEL: 006090 FRAME: 0177

Trademark Security Agreement

Trademark Security Agreement, dated as of June 22, 2017, by AMERICAN RENAL ASSOCIATES LLC (“Pledgor”), in favor of SUNTRUST BANK, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative 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. Pledgor hereby pledges and grants to the Administrative 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) Trademark registrations and applications 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);

provided that no security interest shall be granted in any intent-to-use Trademark application to the extent that and solely during the period in which the grant of such security interest would impair the validity or enforceability, or result in the cancellation, of such intent-to-use Trademark application under federal law.

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 Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

SECTION 4. [Reserved].

SECTION 5. Termination. Upon termination of the Security Agreement or release of any Pledgor or sale or assignment of any Trademarks in accordance with the terms of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an

instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Trademarks under this Trademark Security Agreement and shall duly execute, acknowledge, procure and deliver any further documents and shall do any further acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

SECTION 6. 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.


SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement 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, 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.

AMERICAN RENAL ASSOCIATES LLC

By:


Name: Joseph A. Carlucci
Title: Manager

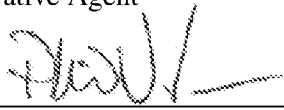
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006090 FRAME: 0180

Accepted and Agreed:

SUNTRUST BANK,
as Administrative Agent

By: _____

A handwritten signature in dark ink, appearing to read "Philip VanFossan", written over a horizontal line.

Name: Philip VanFossan
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered:

Trademark	Registration #	Owner	Registration Date
ARA	3,711,453	American Renal Associates LLC	November 17, 2009
AmericanRenal Associates & Design	3,774,101	American Renal Associates LLC	April 13, 2010
A & Design	3,774,100	American Renal Associates LLC	April 13, 2010
AmericanRenal	3,776,872	American Renal Associates LLC	April 20, 2010
ARA Beacon	4,256,397	American Renal Associates LLC	December 11, 2012
The Nephrologist is the Center of our Universe	4,383,564	American Renal Associates LLC	August 13, 2013
Dialysis at Ski	5166730	American Renal Associates LLC	March 21, 2017
Experience the ARA Difference	4,915,209	American Renal Associates LLC	March 8, 2016
VITAL	5168110	American Renal Associates LLC	March 21, 2017

Applications:

Trademark	Appl. #	Owner	Status
Kidney Center of the Rockies	20161659528 (Colorado)	American Renal Associates LLC	Pending; Application Filed on September 28, 2016
TEAMS (Stylized/Design)	87266409	American Renal Associates LLC	Pending; Application Filed on December 13, 2016