

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499059

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|---|-------------------------------------|----------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | LIEN | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DM SERVICES, LLC | | 11/20/2018 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | CADENCE BANK, N.A | | |
| Street Address: | 2800 Post Oak Boulevard | | |
| Internal Address: | 38th Floor | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77056 | | |
| Entity Type: | National Banking Association: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4130753 | DIALYSPA | |
| Registration Number: | 4137806 | CHANGING THE DIALYSIS EXPERIENCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7133084119 | | |
| <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: | 713.752.4419 | | |
| Email: | bnelsonipdocket@jw.com | | |
| Correspondent Name: | D. Brit Nelson | | |
| Address Line 1: | 1401 McKinney St. | | |
| Address Line 2: | SUITE 1900 | | |
| Address Line 4: | Houston, TEXAS 77010 | | |
| NAME OF SUBMITTER: | D. Brit Nelson | | |
| SIGNATURE: | /D. Brit Nelson/ | | |
| DATE SIGNED: | 11/20/2018 | | |
| Total Attachments: 7 | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made this 20th day of November, 2018, between DM SERVICES, LLC, a Texas limited liability company, having a place of business at 2453 S. Braeswood Blvd., Suite 201, Houston, Texas 77030 ("Grantor"), and CADENCE BANK, N.A., a national banking association, having a place of business at 2800 Post Oak Boulevard, 38th Floor, Houston, Texas 77056 ("Lender").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (herein so called) listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor and Lender entered into that certain Loan Agreement dated as of November 16, 2018 (as the same may hereafter be amended, restated, modified or supplemented from time to time (the "Loan Agreement"));

WHEREAS, pursuant to the terms of the Security Agreement dated as of November 16, 2018, between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all of the trademarks and trademark applications owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, or interest in or to, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "Trademark Collateral"): all of Grantor's right, title and interest in and to the Trademarks and Trademark Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the Trademark Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered as of the date first above written.

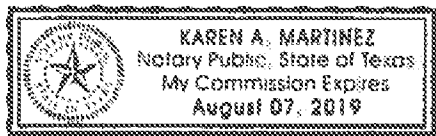
DM SERVICES, LLC

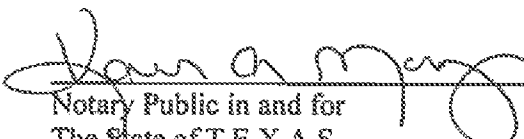
By: 
Jeffrey Kalina
Managing Member/CEO

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jeffrey Kalina, Managing Member/CEO of DM SERVICES, LLC, a Texas limited liability company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such person executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20 day of November, 2018.




Notary Public in and for
The State of TEXAS

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Trademarks

| Registered Trademarks | | | | |
|-----------------------|-------------------------------------|-----------------|------------------|-------------------|
| Country | Trademark | Application No. | Registration No. | Registration Date |
| USA | Dialyspa | 85/278,391 | 4,130,753 | 4/24/2012 |
| USA | Changing the Dialysis Experience | 85/278,387 | 4,137,806 | 5/8/2012 |

United States of America

United States Patent and Trademark Office

CHANGING THE DIALYSIS EXPERIENCE

Reg. No. 4,137,806

DIALYSPA MEDICAL CENTER, LLC (TEXAS LIMITED LIABILITY COMPANY)
2453 SOUTH BRAESWOOD BLVD., SUITE 100
HOUSTON, TX 77030

Registered May 8, 2012

Int. Cls.: 41 and 44

FOR: HOME DIALYSIS TRAINING, NAMELY, TRAINING IN THE USE OF HOME DIALYSIS EQUIPMENT, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

SERVICE MARK

FIRST USE 3-1-2010; IN COMMERCE 3-1-2010.

PRINCIPAL REGISTER

FOR: HEALTH CARE SERVICES, NAMELY, PROVIDING MEDICAL SERVICES IN THE NATURE OF DIALYSIS PROCEDURES, INCLUDING HEMODIALYSIS, PERITONEAL DIALYSIS, BRIDGE DIALYSIS TREATMENTS FOR KIDNEY TRANSPLANT DIALYSIS PATIENTS, SUPPLEMENTAL DIALYSIS TREATMENT FOR COMPLICATIONS RESULTING FROM DIABETES, AND EMERGENCY DIALYSIS, WITH ALL OF THE AFOREMENTIONED PROVIDED IN A STATE-OF-THE-ART FACILITY; HOME HEALTH CARE SERVICES, NAMELY, IN-HOME DIALYSIS, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 3-1-2010; IN COMMERCE 3-1-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-278,387, FILED 3-28-2011.

KEVIN CORWIN, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 006486 FRAME: 0877

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

United States of America
United States Patent and Trademark Office

DIALYSPA

Reg. No. 4,130,753

DIALYSPA MEDICAL CENTER, LLC (TEXAS LIMITED LIABILITY COMPANY)
2453 SOUTH BRAESWOOD BLVD., SUITE 100
HOUSTON, TX 77030

Registered Apr. 24, 2012

Int. Cls.: 41 and 44

FOR: HOME DIALYSIS TRAINING, NAMELY, TRAINING IN THE USE OF HOME DIALYSIS EQUIPMENT, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

SERVICE MARK

FIRST USE 12-3-2009; IN COMMERCE 12-3-2009.

PRINCIPAL REGISTER

FOR: HEALTH CARE SERVICES, NAMELY, PROVIDING MEDICAL SERVICES IN THE NATURE OF DIALYSIS PROCEDURES, INCLUDING HEMODIALYSIS, PERITONEAL DIALYSIS, BRIDGE DIALYSIS TREATMENTS FOR KIDNEY TRANSPLANT DIALYSIS PATIENTS, SUPPLEMENTAL DIALYSIS TREATMENT FOR COMPLICATIONS RESULTING FROM DIABETES, AND EMERGENCY DIALYSIS, WITH ALL OF THE AFOREMENTIONED PROVIDED IN A STATE-OF-THE-ART FACILITY; HOME HEALTH CARE SERVICES, NAMELY, IN-HOME DIALYSIS, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 12-3-2009; IN COMMERCE 12-3-2009.

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SER. NO. 85-278,391, FILED 3-28-2011.

KEVIN CORWIN, EXAMINING ATTORNEY



David J. Kyros

Director of the United States Patent and Trademark Office

TRADEMARK
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