

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release (Reel 5312 / Frame 0134)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		06/19/2019	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DaVita Medical Group New Mexico, LLC (f/k/a ABQ Health Partners, LLC)		
<b>Street Address:</b>	2000 16th Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	DaVita Medical Management, LLC (f/k/a Healthcare Partners, LLC)		
<b>Street Address:</b>	2000 16th Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>Name:</b>	DaVita Medical Florida, Inc. (f/k/a JSA Healthcare Corporation)		
<b>Street Address:</b>	2000 16th Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3862898	ABQ HEALTH PARTNERS	
<b>Registration Number:</b>	3927428	CERTIFIED HEALTHY	
<b>Registration Number:</b>	2185155	ARTA	
<b>Registration Number:</b>	2423605	ARTA	
<b>Registration Number:</b>	3503753	GREAT CARE. EXPECT IT.	
<b>Registration Number:</b>	2844139	HEALTH CARE PARTNERS	
<b>Registration Number:</b>	3976253	HEALTHCARE PARTNERS, IPA	

OP \$315.00 3862898

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3936158	HEALTHCARE PARTNERS MANAGEMENT SERVICES
Registration Number:	3743502	TALBERT SURGICAL ASSOCIATES
Registration Number:	3584913	TALBERT MEDICAL GROUP
Serial Number:	86117718	HEALTHCARE PARTNERS
Registration Number:	3714321	JSA MEDICAL GROUP

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	06/20/2019

**Total Attachments: 5**

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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):**

JPMorgan Chase Bank, N.A.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 19, 2019

- Assignment
- Security Agreement
- Other Partial Release (Reel 5312 / Frame 0134)
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

- Name: \_\_\_\_\_ 1. DaVita Medical Group New Mexico, LLC  
(f/k/a ABQ Health Partners, LLC)
- Street Address: \_\_\_\_\_ Limited Liability Company - Delaware, USA
- City: \_\_\_\_\_ 2. DaVita Medical Management, LLC  
(f/k/a Healthcare Partners, LLC)
- State: \_\_\_\_\_ Limited Liability Company - California, USA
- Country: \_\_\_\_\_ 3. DaVita Medical Florida, Inc.  
(f/k/a JSA Healthcare Corporation)

- Individual(s)
  - Association
  - Partnership
  - Limited Partnership
  - Corporation
  - Other \_\_\_\_\_
- Address (1., 2. &3.): 2000 16th Street  
Denver, CO 80202
- Citizenship \_\_\_\_\_
- Citizenship \_\_\_\_\_
- 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 A

B. Trademark Registration No.(s) \_\_\_\_\_  
see attached Schedule A

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, Senior Paralegal (Intellectual Property)

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: DaVita - 91350.218

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

12

**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 20, 2019

Date

Total number of pages including cover sheet, attachments, and document:

5

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

**PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of June 19, 2019 (the “Effective Date”), is made by JPMorgan Chase Bank, N.A., in its capacity as collateral agent (the “Agent”), in favor of DaVita Medical Group New Mexico, LLC (f/k/a ABQ Health Partners, LLC), DaVita Medical Management, LLC (f/k/a Healthcare Partners, LLC), and DaVita Medical Florida, Inc. (f/k/a JSA Healthcare Corporation) (each a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of June 24, 2014, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral as set forth therein;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of June 24, 2014 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on June 30, 2014 at Reel/Frame 5312/0134; and

WHEREAS, the Grantors have requested that the Agent terminate the Trademark Security Agreement and release its security interest in the Released Trademark Collateral (as defined below) and reassign any and all rights in the same to the Grantors.

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 all of its security interest in and to the trademark registrations and applications set forth on Schedule A attached hereto, including goodwill associated therewith (the “Released Trademark Collateral”), arising under the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral (the “Retained Collateral”), and the Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
4. Further Assurances. The Agent agrees to take all further actions, and provide to each 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 such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

JPMORGAN CHASE BANK, N.A.,  
as Agent

By:   
Name: Dawn Lee Lum  
Title: Executive Director

Schedule A

Release of Trademark Security Interest recorded June 30, 2014 at reel/frame 5312/0134

<b>Owner</b>	<b>Trademark</b>	<b>Registration/ Application Number</b>	<b>Registration Date/Filing Date</b>
ABQ Health Partners, LLC	ABQ HEALTH PARTNERS and stethoscope design	3,862,898	19-Oct-10
ABQ Health Partners, LLC	CERTIFIED HEALTHY and green apple design	3,927,428	8-Mar-11
HealthCare Partners, LLC	ARTA	2,185,155	25-Aug-98
HealthCare Partners, LLC	ARTA	2,423,605	23-Jan-01
HealthCare Partners, LLC	GREAT CARE. EXPECT IT.	3,503,753	23-Sep-08
HealthCare Partners, LLC	HEALTHCARE PARTNERS and hands design	2,844,139	25-May-04
HealthCare Partners, LLC	HEALTHCARE PARTNERS, IPA	3,976,253	14-Jun-11
HealthCare Partners, LLC	HEALTHCARE PARTNERS MANAGEMENT SERVICES ORGANIZATIONS	3,936,158	29-Mar-11
HealthCare Partners, LLC	TALBERT SURGICAL ASSOCIATES	3,743,502	26-Jan-10
HealthCare Partners, LLC	TALBERT MEDICAL GROUP	3,584,913	3-Mar-09
HealthCare Partners, LLC	HEALTHCARE PARTNERS	86117718	13-Nov-13
JSA Healthcare Corporation	JSA MEDICAL GROUP	3,714,321	24-Nov-09