

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536706

|                                   |   |                          |                       |
|-----------------------------------|---|--------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT  |                          |                       |
| <b>NATURE OF CONVEYANCE:</b>      | Security Agreement  |                          |                       |
| <b>CONVEYING PARTY DATA</b>       |   |                          |                       |
| <b>Name</b>                       | <b>Formerly</b>   | <b>Execution Date</b>    | <b>Entity Type</b>    |
| DaVita Inc.                       |   | 08/12/2019               | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |   |                          |                       |
| <b>Name:</b>                      | Wells Fargo Bank, National Association, as Collateral Agent |                          |                       |
| <b>Street Address:</b>            | 1700 Lincoln Street   |                          |                       |
| <b>Internal Address:</b>          | 3rd Floor   |                          |                       |
| <b>City:</b>                      | Denver  |                          |                       |
| <b>State/Country:</b>             | COLORADO  |                          |                       |
| <b>Postal Code:</b>               | 80203   |                          |                       |
| <b>Entity Type:</b>               | Bank: UNITED STATES   |                          |                       |
| <b>PROPERTY NUMBERS Total: 38</b> |   |                          |                       |
| <b>Property Type</b>              | <b>Number</b>   | <b>Word Mark</b>         |                       |
| <b>Serial Number:</b>             | 86547630  | CATHAWAY                 |                       |
| <b>Serial Number:</b>             | 76062472  | DAVITA                   |                       |
| <b>Serial Number:</b>             | 85351727  | DAVITA                   |                       |
| <b>Serial Number:</b>             | 86672581  | DAVITA                   |                       |
| <b>Serial Number:</b>             | 76153490  | DAVITA                   |                       |
| <b>Serial Number:</b>             | 85351758  | DAVITA                   |                       |
| <b>Serial Number:</b>             | 86672576  | DAVITA                   |                       |
| <b>Serial Number:</b>             | 87537630  | DAVITA                   |                       |
| <b>Serial Number:</b>             | 88396661  | DAVITA CARE CONNECT      |                       |
| <b>Serial Number:</b>             | 76481546  | DAVITA CLINICAL RESEARCH |                       |
| <b>Serial Number:</b>             | 85399112  | DAVITA KIDNEY ROCK       |                       |
| <b>Serial Number:</b>             | 85399124  | DAVITA KIDNEY ROCK       |                       |
| <b>Serial Number:</b>             | 85105736  | DAVITA RX                |                       |
| <b>Serial Number:</b>             | 85105764  | DAVITA RX                |                       |
| <b>Serial Number:</b>             | 77466732  | DAVITA VILLAGEHEALTH     |                       |
| <b>Serial Number:</b>             | 76481510  | DCR                      |                       |
| <b>Serial Number:</b>             | 77695510  |                          |                       |
| <b>Serial Number:</b>             | 76515977  |                          |                       |

OP \$965.00 86547630

| Property Type  | Number   | Word Mark                               |
|----------------|----------|---|
| Serial Number: | 76516526 |   |
| Serial Number: | 85738053 | DIALYSISFINDER                          |
| Serial Number: | 77695463 | FALCON                                  |
| Serial Number: | 86755027 | FALCON                                  |
| Serial Number: | 86547655 | FLUIDWISE                               |
| Serial Number: | 77695500 | INNOVATIVE KIDNEY SOLUTIONS. DELIVERED. |
| Serial Number: | 87656130 | KIDNEY CARE CONNECT                     |
| Serial Number: | 85559799 | KIDNEY SCIENCE                          |
| Serial Number: | 85559810 | KIDNEY SMART                            |
| Serial Number: | 85509025 | NEPHLINK                                |
| Serial Number: | 85032533 | PHOSPHORUS CHALLENGE                    |
| Serial Number: | 86579749 | STEPSAHEAD DIABETES MANAGEMENT          |
| Serial Number: | 77565618 | TOUR DAVITA                             |
| Serial Number: | 77565612 | TOUR DAVITA                             |
| Serial Number: | 87052817 | TRANSITION SMART                        |
| Serial Number: | 87052816 | TRANSPLANT SMART                        |
| Serial Number: | 77754018 | VILLA BY DAVITA                         |
| Serial Number: | 77466728 | VILLAGEHEALTH                           |
| Serial Number: | 77978972 | VILLAGEHEALTH DISEASE MANAGEMENT        |
| Serial Number: | 86547672 | WIPEOUT INFECTIONS                      |

#### 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: 8007130755

Email: james.murray@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:       | 08/15/2019 |

#### Total Attachments: 8

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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 12, 2019, by DaVita Inc. (the "Pledgor"), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral 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 Collateral 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees 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. The 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 the Pledgor:

- (a) Trademarks of the 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 Pledgor hereby acknowledges and affirms 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 Pledgor 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, the 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.

DAVITA INC.

By: 

Name: Chetan P. Mehta

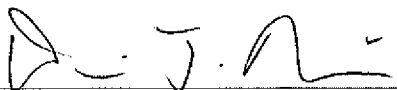
Title: Group Vice President of Finance

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006723 FRAME: 0090**

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:  \_\_\_\_\_

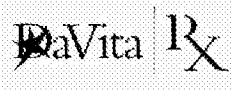



Name: Darin Mullis  
Title: Managing Director

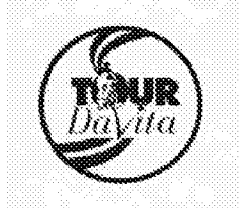
**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

## Trademark Registrations:

|     | <b>Owner</b> | <b>Trademark</b>  | <b>Serial No.</b> | <b>Filing Date</b> | <b>Reg. No.</b> | <b>Reg. Date</b> |
|-----|--------------|---|-------------------|--------------------|-----------------|------------------|
| 1.  | DaVita Inc.  | CATHAWAY  | 86547630          | 02/26/2015         | 4799807         | 08/25/2015       |
| 2.  | DaVita Inc.  | DAVITA  | 76062472          | 06/05/2000         | 2602168         | 07/30/2002       |
| 3.  | DaVita Inc.  | DAVITA  | 85351727          | 06/21/2011         | 4340687         | 05/28/2013       |
| 4.  | DaVita Inc.  | DAVITA  | 86672581          | 06/24/2015         | 4892924         | 01/26/2016       |
| 5.  | DaVita Inc.  | DAVITA & Design<br>                  | 76153490          | 10/25/2000         | 2576733         | 06/04/2002       |
| 6.  | DaVita Inc.  | DAVITA & Design<br>                 | 85351758          | 06/21/2011         | 4340688         | 05/28/2013       |
| 7.  | DaVita Inc.  | DAVITA & Design<br>                | 86672576          | 06/24/2015         | 4892922         | 01/26/2016       |
| 8.  | DaVita Inc.  | DAVITA & Design<br>                | 87537630          | 07/21/2017         | 5401059         | 02/13/2018       |
| 9.  | DaVita Inc.  | DAVITA CARE<br>CONNECT  | 88396661          | 04/22/2019         |                 |                  |
| 10. | DaVita Inc.  | DAVITA CLINICAL<br>RESEARCH   | 76481546          | 01/10/2003         | 2804425         | 01/13/2004       |
| 11. | DaVita Inc.  | DAVITA KIDNEY<br>ROCK   | 85399112          | 08/16/2011         | 4444274         | 12/03/2013       |
| 12. | DaVita Inc.  | DAVITA KIDNEY<br>ROCK & Design<br> | 85399124          | 08/16/2011         | 4444275         | 12/03/2013       |
| 13. | DaVita Inc.  | DAVITA RX   | 85105736          | 08/12/2010         | 3988657         | 07/05/2011       |



|     | <b>Owner</b> | <b>Trademark</b>  | <b>Serial No.</b> | <b>Filing Date</b> | <b>Reg. No.</b> | <b>Reg. Date</b> |
|-----|--------------|---|-------------------|--------------------|-----------------|------------------|
| 14. | DaVita Inc.  | DAVITA RX & Design<br> | 85105764          | 08/12/2010         | 3988658         | 07/05/2011       |
| 15. | DaVita Inc.  | DAVITA<br>VILLAGEHEALTH   | 77466732          | 05/06/2008         | 4016256         | 08/23/2011       |
| 16. | DaVita Inc.  | DCR   | 76481510          | 01/10/2003         | 2802019         | 01/06/2004       |
| 17. | DaVita Inc.  | Design<br>             | 77695510          | 03/20/2009         | 3698281         | 10/20/2009       |
| 18. | DaVita Inc.  | Design (star)<br>      | 76515977          | 05/21/2003         | 3291282         | 09/11/2007       |
| 19. | DaVita Inc.  | Design (V)<br>        | 76516526          | 05/22/2003         | 2821059         | 03/09/2004       |
| 20. | DaVita Inc.  | DIALYSISFINDER  | 85738053          | 09/25/2012         | 4416171         | 10/08/2013       |
| 21. | DaVita Inc.  | FALCON  | 77695463          | 03/20/2009         | 3698278         | 10/20/2009       |
| 22. | DaVita Inc.  | FALCON  | 86755027          | 09/12/2015         | 4945752         | 04/26/2016       |
| 23. | DaVita Inc.  | FLUIDWISE   | 86547655          | 02/26/2015         | 4799808         | 08/25/2015       |
| 24. | DaVita Inc.  | INNOVATIVE KIDNEY<br>SOLUTIONS.<br>DELIVERED.   | 77695500          | 03/20/2009         | 3698280         | 10/20/2009       |
| 25. | DaVita Inc.  | KIDNEY CARE<br>CONNECT  | 87656130          | 10/23/2017         | 5657184         | 01/15/2019       |
| 26. | DaVita Inc.  | KIDNEY SCIENCE  | 85559799          | 03/05/2012         | 4293631         | 02/19/2013       |
| 27. | DaVita Inc.  | KIDNEY SMART  | 85559810          | 03/05/2012         | 4459665         | 12/31/2013       |
| 28. | DaVita Inc.  | NEPHLINK  | 85509025          | 01/05/2012         | 4347554         | 06/04/2013       |
| 29. | DaVita Inc.  | PHOSPHORUS<br>CHALLENGE   | 85032533          | 05/07/2010         | 4248190         | 11/27/2012       |
| 30. | DaVita Inc.  | STEPAHEAD<br>DIABETES<br>MANAGEMENT   | 86579749          | 03/27/2015         | 4921635         | 03/22/2016       |
| 31. | DaVita Inc.  | TOUR DAVITA   | 77565618          | 09/09/2008         | 3800318         | 06/08/2010       |

|     | <b>Owner</b> | <b>Trademark</b>   | <b>Serial No.</b> | <b>Filing Date</b> | <b>Reg. No.</b> | <b>Reg. Date</b> |
|-----|--------------|--|-------------------|--------------------|-----------------|------------------|
| 32. | DaVita Inc.  | TOUR DAVITA &<br>Design<br> | 77565612          | 09/09/2008         | 3825777         | 07/27/2010       |
| 33. | DaVita Inc.  | TRANSITION SMART   | 87052817          | 05/27/2016         | 5215250         | 05/30/2017       |
| 34. | DaVita Inc.  | TRANSPLANT SMART   | 87052816          | 05/27/2016         | 5514322         | 07/10/2018       |
| 35. | DaVita Inc.  | VILLA BY DAVITA  | 77754018          | 06/08/2009         | 3929289         | 03/08/2011       |
| 36. | DaVita Inc.  | VILLAGEHEALTH  | 77466728          | 05/06/2008         | 3758353         | 03/09/2010       |
| 37. | DaVita Inc.  | VILLAGEHEALTH<br>DISEASE<br>MANAGEMENT   | 77978972          | 05/06/2008         | 3779494         | 04/20/2010       |
| 38. | DaVita Inc.  | WIPEOUT INFECTIONS   | 86547672          | 02/26/2015         | 5047733         | 09/27/2016       |