# OP \$65.00 6867783

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM806962

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DaVita Inc.		04/28/2023	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1700 Lincoln Street, 3rd Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	Bank: UNITED STATES		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	6867783	TOUR DAVITA MOVE IT
Registration Number:	6548266	NEPHROLOGY CARE ALLIANCE

#### **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:	04/28/2023

#### **Total Attachments: 6**

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#### Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security</u> <u>Agreement</u>"), dated as of April 28, 2023 by DaVita Inc. (individually, a "<u>Pledgor</u>"), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "<u>Collateral Agent</u>").

#### $\underline{\mathbf{W}}$ ITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement, dated as of August 12, 2019, (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 above premise, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. 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 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 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. <u>Termination</u>. 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. <u>Counterparts</u>. 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 offer as of the date first set forth above.

Very truly yours,

DAVITA INC.

Name: Nicolas K. Eliason

Title: Group Vice President, Capital Markets & Investor

Relations

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Collateral Agent

By:

Name: Kirk Tesch

Title: Managing Director

**REEL: 008055 FRAME: 0290** 

# **SCHEDULE I**

to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

# **Trademark Registrations:**

Owner		REGISTRATION NUMBER	REGISTRATION DATE
DaVita Inc.	TOUR DAVITA	6867783	10/04/2022
	Move It & Design		
DaVita Inc.	Nephrology Care	6548266	11/02/2021
	Nephrology Care Alliance & Design		

TRADEMARK REEL: 008055 FRAME: 0291

**RECORDED: 04/28/2023**