

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN RENAL ASSOCIATES LLC		01/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION		
Street Address:	2 Bethesda Metro Center, Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3776872	AMERICANRENAL	
Registration Number:	3774101	AMERICANRENAL ASSOCIATES	
Registration Number:	3711453	ARA	
Registration Number:	5166730	DIALYSIS AT SKI	
Registration Number:	4915209	EXPERIENCE THE ARA DIFFERENCE	
Registration Number:	3774100	A	
Registration Number:	4383564	THE NEPHROLOGIST IS THE CENTER OF OUR UN	
Registration Number:	5168110	VITAL	
Registration Number:	5245007	TEAMS	
Registration Number:	6060199	ARA	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305243		
Email:	dcip@milbank.com, ehyla@milbank.com		
Correspondent Name:	Eric Hyla, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		

CH \$265.00 3776872

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 34408.00039

NAME OF SUBMITTER: Eric Hyla

SIGNATURE: /Eric Hyla/

DATE SIGNED: 01/28/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 25, 2021 (this “**Trademark Security Agreement**”), by AMERICAN RENAL ASSOCIATES LLC, a Delaware limited liability company (the “**Grantor**”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of January 25, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor 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 Grantor 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 respective meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, domain names, fictitious business names, and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and applications filed in connection therewith, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks, including the Trademarks of the Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world, (d) all income, fees, royalties, damages, claims, warranties, causes of action and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (e) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof, (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Grantor and (g) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The 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 the Grantor 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 of which are incorporated herein by reference. 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.

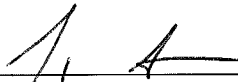
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

AMERICAN RENAL ASSOCIATES LLC




By: 
Name: George Attmore
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007172 FRAME: 0847

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

Registered Owner	Trademark	Filing Date	Reg. No.	Reg. Date
American Renal Associates, LLC	AmericanRenal	February 19, 2009	3,776,872	April 20, 2010
American Renal Associates, LLC	AmericanRenal Associates & Design 	February 19, 2009	3,774,101	April 13, 2010
American Renal Associates, LLC	ARA	February 19, 2009	3,711,453	November 17, 2009
American Renal Associates, LLC	Dialysis at Ski	February 12, 2014	5,166,730	March 21, 2017
American Renal Associates, LLC	Experience the ARA Difference	April 3, 2015	4,915,209	March 8, 2016
American Renal Associates, LLC	A & Design 	February 19, 2009	3,774,100	April 13, 2010
American Renal Associates, LLC	The Nephrologist is the Center of Our Universe	December 11, 2012	4,383,564	August 13, 2013
American Renal Associates, LLC	Vital	March 17, 2016	5,168,110	March 21, 2017
American Renal Associates, LLC	TEAMS (stylized/design) 	December 13, 2016	5,245,007	July 18, 2017

Registered Owner	Trademark	Filing Date	Reg. No.	Reg. Date
American Renal Associates, LLC	ARA (stylized)	May 8, 2019	6,060,199	May 19, 2020

Applications:

None.