

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DaVita Inc.		03/30/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Asociation: UNITED STATES

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	3512913	
Registration Number:	3520992	DAVITA NEPHROLOGY PARTNERS
Registration Number:	3522959	DAVITA'S KEY TO BETTER HEALTH
Registration Number:	3522960	DAVITA'S KEY TO BETTER HEALTH
Registration Number:	3525737	MAXINE
Serial Number:	77466728	VILLAGEHEALTH
Serial Number:	77466732	DAVITA VILLAGEHEALTH
Serial Number:	77466736	VILLAGEHEALTH DISEASE MANAGEMENT
Serial Number:	77522475	VILLAGE HEALTH
Serial Number:	77522467	DAVITA VILLAGEHEALTH
Serial Number:	77522458	VILLAGEHEALTH DISEASE MANAGEMENT
Serial Number:	77522447	
Serial Number:	77529452	THE KAT WALK
Serial Number:	77529203	DAVITA KAT WALKS ACROSS AMERICA

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Serial Number:	77529193	DAVITA KAT WALKS ACROSS AMERICA
Serial Number:	77563503	MAXINE
Serial Number:	77565618	TOUR DAVITA
Serial Number:	77565612	TOUR DAVITA
Serial Number:	77592232	DAVITA NEPHROLOGY PARTNERS
Serial Number:	77630161	EMPOWER
Serial Number:	77630163	EMPOWER

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	963286-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	04/17/2009

Total Attachments: 6  
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of March 30, 2009, by DaVita Inc. (the "Pledgor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of October 5, 2005 (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 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 the 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.

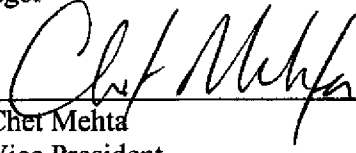
[signature page follows]

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.

Very truly yours,

DAVITA INC.,  
as Pledgor

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

  
Chet Mehta  
Vice President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By: 

Name: Dawn L. LeeLum  
Title: Executive Director

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

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
DaVita Inc.	3,512,913	MISCELLANEOUS DESIGN "Alligator Character"
DaVita Inc.	3,520,992	DAVITA NEPHROLOGY PARTNERS
DaVita Inc.	3,522,959	DAVITA'S KEY TO BETTER HEALTH
DaVita Inc.	3,522,960	DAVITA'S KEY TO BETTER HEALTH (LOGO)
DaVita Inc.	3,525,737	MAXINE

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
DaVita Inc.	77/466728	VILLAGEHEALTH
DaVita Inc.	77/466732	DAVITA VILLAGEHEALTH
DaVita Inc.	77/466736	VILLAGEHEALTH DISEASE MANAGEMENT
DaVita Inc.	77/522475	VILLAGEHEALTH (LOGO)
DaVita Inc.	77/522467	DAVITA VILLAGEHEALTH (LOGO)
DaVita Inc.	77/522458	VILLAGEHEALTH DISEASE MANAGEMENT (LOGO)
DaVita Inc.	77/522447	MISCELLANEOUS DESIGN (HOUSE DESIGN)
DaVita Inc.	77/529452	THE KAT WALK
DaVita Inc.	77/529203	DAVITA KAT WALKS ACROSS AMERICA
DaVita Inc.	77/529193	DAVITA KAT WALKS ACROSS AMERICA (& Design)
DaVita Inc.	77/563503	MAXINE
DaVita Inc.	77/565618	TOUR DAVITA
DaVita Inc.	77/565612	TOUR DAVITA (& Design)
DaVita Inc.	77/592232	DAVITA NEPHROLOGY PARTNERS (& Design)
DaVita Inc.	77/630161	EMPOWER
DaVita Inc.	77/630163	EMPOWER