

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-----------------------|
| DaVita Inc. | | 10/20/2010 | CORPORATION: DELAWARE |
| RMS Lifeline Inc. | | 10/20/2010 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | JPMorgan Chase Bank, N.A., a Collateral Agent |
| Street Address: | 1111 Fannin Street |
| Internal Address: | 10th Floor |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 77002 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 57

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 2602168 | DAVITA |
| Registration Number: | 2576733 | DAVITA |
| Registration Number: | 3055972 | DAVITA AT HOME |
| Registration Number: | 2924926 | DAVITA AT HOME |
| Registration Number: | 2804425 | DAVITA CLINICAL RESEARCH |
| Registration Number: | 2900422 | DAVITA CLINICAL RESEARCH |
| Registration Number: | 3825717 | DAVITA KAT WALKS ACROSS AMERICA |
| Registration Number: | 3825716 | DAVITA KAT WALKS ACROSS AMERICA |
| Registration Number: | 2804525 | DAVITA LABORATORY SERVICES |
| Registration Number: | 3520992 | DAVITA NEPHROLOGY PARTNERS |
| Registration Number: | 3522959 | DAVITA'S KEY TO BETTER HEALTH |
| Registration Number: | 3522960 | DAVITA'S KEY TO BETTER HEALTH |

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|----------------------|----------|--|
| Registration Number: | 3826440 | EMPOWER |
| Registration Number: | 3672156 | EMPOWER |
| Registration Number: | 3525737 | MAXINE |
| Registration Number: | 3583371 | MAXINE |
| Registration Number: | 2400019 | RMS |
| Registration Number: | 2438264 | RMS |
| Registration Number: | 3800318 | TOUR DAVITA |
| Registration Number: | 3825777 | TOUR DAVITA |
| Registration Number: | 3758496 | VILLAGE HEALTH |
| Registration Number: | 3758353 | VILLAGEHEALTH |
| Registration Number: | 3779494 | VILLAGEHEALTH DISEASE MANAGEMENT |
| Registration Number: | 3779495 | VILLAGEHEALTH DISEASE MANAGEMENT |
| Registration Number: | 3698279 | FALCON INNOVATIVE KIDNEY SOLUTIONS. DELIVERED. |
| Registration Number: | 3698280 | INNOVATIVE KIDNEY SOLUTIONS. DELIVERED. |
| Registration Number: | 3698281 | |
| Registration Number: | 3512913 | |
| Registration Number: | 2821059 | |
| Registration Number: | 3291282 | |
| Registration Number: | 3259023 | |
| Registration Number: | 3256766 | REGGIE |
| Registration Number: | 3245239 | SNAPPY |
| Registration Number: | 3069493 | LIFE-ALYSIS |
| Registration Number: | 3622847 | DAVITA NEPHROLOGY PARTNERS |
| Registration Number: | 2802019 | DCR |
| Registration Number: | 3698278 | FALCON |
| Registration Number: | 2986832 | KIDNEY EDUCATION AND YOU |
| Registration Number: | 3836639 | LIFELINE VASCULAR ACCESS |
| Registration Number: | 3839818 | LIFELINE VASCULAR ACCESS |
| Serial Number: | 77630163 | EMPOWER |
| Serial Number: | 77522447 | |
| Serial Number: | 77466732 | DAVITA VILLAGEHEALTH |
| Serial Number: | 77522467 | DAVITA VILLAGEHEALTH |
| Serial Number: | 77754018 | VILLA BY DAVITA |
| Serial Number: | 77754020 | VILLA BY DAVITA |
| Serial Number: | 77466736 | VILLAGEHEALTH DISEASE MANAGEMENT |

TRADEMARK

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|----------------|----------|--|
| Serial Number: | 77522458 | VILLAGEHEALTH DISEASE MANAGEMENT |
| Serial Number: | 85105736 | DAVITA RX |
| Serial Number: | 85105764 | DAVITA RX |
| Serial Number: | 85106250 | HOMECHOICE |
| Serial Number: | 85105716 | HOMECHOICE PARTNERS |
| Serial Number: | 77681193 | DVA LABORATORY SERVICES |
| Serial Number: | 85028922 | ENGAGE |
| Serial Number: | 85032533 | PHOSPHORUS CHALLENGE |
| Serial Number: | 77771955 | RIGHT PATIENT, RIGHT THERAPY, RIGHT TIME |
| Serial Number: | 77529452 | THE KAT WALK |

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 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 553004 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 10/26/2010 |

Total Attachments: 9

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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):

DaVita Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) US - MA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: JPMorgan Chase Bank, N.A., a Collateral Agent

Internal

Address: _____

Street Address: 1111 Fannin Street, 10th Floor

City: Dallas

State: TX

Country: USA Zip: 77002

- Association Citizenship US - Fed.
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

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

Execution Date(s) 10/20/2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

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: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City New York

State NY Zip: 10005

Phone Number: (212) 701-3345

Fax Number: (212) 378-2610

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

57

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

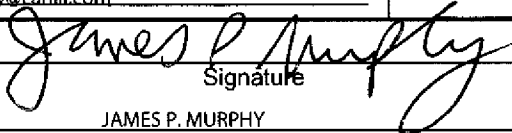
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

October 20, 2010

Date

JAMES P. MURPHY

Name of Person Signing

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

9

ADDITIONAL NAMES OF CONVEYING PARTIES (In connection with Item 1 of Trademark
Recordation Form Cover Sheet):

RMS Lifeline Inc.

Delaware Corporation

Citizenship - US - DE

EXECUTION VERSION

Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 20, 2010, by DaVita Inc. and RMS Lifeline Inc. (individually, a "Pledgor", and, collectively, the "Pledgors"), 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 Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are 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 Pledgors hereby agree 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. Each 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 Pledgors hereby acknowledge and affirm 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 Pledgors 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, each 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.

By: Chet Mehta
Name: Chet Mehta
Title: Vice President, Finance

RMS LIFELINE INC.

By: Chet Mehta
Name: Chet Mehta
Title: Vice President, Finance

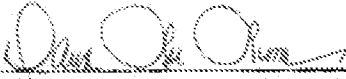
Signature Page to Trademark Security Agreement

TRADEMARK

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Accepted and Agreed:

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

By: 
Name: Dawa Lee Lum
Title: Executive Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004303 FRAME: 0733

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|--------------|----------------------------|--|
| DaVita Inc. | 2602168 | DAVITA |
| DaVita Inc. | 2576733 | DAVITA (and Design) |
| DaVita Inc. | 3055972 | DAVITA AT HOME |
| DaVita Inc. | 2924926 | DAVITA AT HOME (and Design) |
| DaVita Inc. | 2804425 | DAVITA CLINICAL RESEARCH |
| DaVita Inc. | 2900422 | DAVITA CLINICAL RESEARCH (and Design) |
| DaVita Inc. | 3825717 | DAVITA KAT WALKS ACROSS AMERICA |
| DaVita Inc. | 3825716 | DAVITA KAT WALKS ACROSS AMERICA (and Design) |
| DaVita Inc. | 2804525 | DAVITA LABORATORY SERVICES |
| DaVita Inc. | 3520992 | DAVITA NEPHROLOGY PARTNERS |
| DaVita Inc. | 3522959 | DAVITA'S KEY TO BETTER HEALTH |
| DaVita Inc. | 3522960 | DAVITA'S KEY TO BETTER HEALTH (and Design) |
| DaVita Inc. | 3826440 | EMPOWER |
| DaVita Inc. | 3672156 | EMPOWER |
| DaVita Inc. | 3525737 | MAXINE |
| DaVita Inc. | 3583371 | MAXINE |
| DaVita Inc. | 2400019 | RMS |
| DaVita Inc. | 2438264 | RMS (and Design) |
| DaVita Inc. | 3800318 | TOUR DAVITA |
| DaVita Inc. | 3825777 | TOUR DAVITA (and Design) |
| DaVita Inc. | 3758496 | VILLAGE HEALTH (and Design) |
| DaVita Inc. | 3758353 | VILLAGEHEALTH |
| DaVita Inc. | 3779494 | VILLAGEHEALTH DISEASE MANAGEMENT |

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|-------------------|---------------------|---|
| DaVita Inc. | 3779495 | VILLAGEHEALTH DISEASE MANAGEMENT (and Design) |
| DaVita Inc. | 3698279 | FALCON INNOVATIVE KIDNEY SOLUTIONS. DELIVERED. (and Design) |
| DaVita Inc. | 3698280 | INNOVATIVE KIDNEY SOLUTIONS. DELIVERED. |
| DaVita Inc. | 3698281 | (Falcon Design) |
| DaVita Inc. | 3512913 | (Miscellaneous Design) |
| DaVita Inc. | 2821059 | (V and Star Design) |
| DaVita Inc. | 3291282 | (Star Design) |
| DaVita Inc. | 3259023 | (Bird Design) |
| DaVita Inc. | 3256766 | REGGIE |
| DaVita Inc. | 3245239 | SNAPPY |
| DaVita Inc. | 3069493 | LIFE-ALYSIS |
| DaVita Inc. | 3622847 | DAVITA NEPHROLOGY PARTNERS (and Design) |
| DaVita Inc. | 2802019 | DCR |
| DaVita Inc. | 3698278 | FALCON |
| DaVita Inc. | 2986832 | KIDNEY EDUCATION AND YOU |
| RMS Lifeline Inc. | 3836639 | Lifeline Vascular Access |
| RMS Lifeline Inc. | 3839818 | Lifeline Vascular Access (and Design) |

Trademark Applications:

| OWNER | APPLICATION NUMBER | TRADEMARK |
|-------------|--------------------|-----------------------------------|
| DaVita Inc. | 77/630163 | EMPOWER |
| DaVita Inc. | 77/522447 | (Houses and Sunset Design) |
| DaVita Inc. | 77/466732 | DAVITA VILLAGEHEALTH |
| DaVita Inc. | 77/522467 | DAVITA VILLAGEHEALTH (and Design) |
| DaVita Inc. | 77/754018 | VILLA BY DAVITA |
| DaVita Inc. | 77/754020 | VILLA BY DAVITA (and Design) |
| DaVita Inc. | 77/466736 | VILLAGEHEALTH DISEASE MANAGEMENT |

| OWNER | APPLICATION NUMBER | TRADEMARK |
|-------------|--------------------|---|
| DaVita Inc. | 77/522458 | VILLAGEHEALTH DISEASE MANAGEMENT (and Design) |
| DaVita Inc. | 85/105736 | DAVITA RX |
| DaVita Inc. | 85/105764 | DAVITA RX (and Design) |
| DaVita Inc. | 85/106250 | HOMECHOICE |
| DaVita Inc. | 85/105716 | HOMECHOICE PARTNERS |
| DaVita Inc. | 77/681193 | DVA LABORATORY SERVICES |
| DaVita Inc. | 85/028922 | ENGAGE |
| DaVita Inc. | 85/032533 | PHOSPHORUS CHALLENGE |
| DaVita Inc. | 77/771955 | RIGHT PATIENT, RIGHT THERAPY, RIGHT TIME |
| DaVita Inc. | 77/529452 | THE KAT WALK |