

07-31-2002  
102174762

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▼ 2002 JUL 27 11 14 02

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document and pay thereof.

1. Name of conveying party(ies):  
Davita Inc. **07.29.02**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)  
Name: Credit Suisse First Boston

Internal Address: \_\_\_\_\_  
Street Address: 11 Madison Avenue  
City: New York State: New York Zip: 10010

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State: New York  
 Other \_\_\_\_\_

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)  
Additional name(s) & address(es) attached:  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: April 26, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
See Attached

B. Trademark Registration No.(s)  
See attached

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 11

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Intellectual Property Docketing  
Internal Address: SHEARMAN & STERLING  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 599 Lexington Avenue  
\_\_\_\_\_  
City: New York State: NY Zip: 10022

7. Total fee (37 CFR 3.41) ..... \$ 290.00  
 Enclosed  
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:  
50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Alexander Kim      [Signature]      July 23, 2002  
Name of Person Signing      Signature      Date

07/30/2002 DBYRNE 00000210 2068163  
01 FC:481 40.00 DP  
02 FC:482 250.00 OP  
Repln. Ref: 07/30/2002 DBYRNE 0014240100  
DAW:500324 Name/Number:2068163 \$50.00 CR  
FC: 704

Total number of pages including cover sheet, attachments, and document: 23  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

# Continuation of Trademark Recordation Form Cover Sheet

## Continuation of Box 1.

2. Name of conveying party(ies):

Total Renal Care, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

3. Name of conveying party(ies):

TRC West, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

4. Name of conveying party(ies):

Carroll County Dialysis Facility, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

5. Name of conveying party(ies):

Continental Dialysis Centers, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

6. Name of conveying party(ies):

Continental Dialysis Center of Springfield-Fairfax, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

7. Name of conveying party(ies):

Dialysis Specialists of Dallas, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

8. Name of conveying party(ies):

East End Dialysis Center, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

9. Name of conveying party(ies):

Elberton Dialysis Facility, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

10. Name of conveying party(ies):

Flamingo Park Kidney Center, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

11. Name of conveying party(ies):

Lincoln Park Dialysis Facilities, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

12. Name of conveying party(ies):

Mason-Dixon Dialysis Facilities, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

13. Name of conveying party(ies):

Open Access Sonography, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

14. Name of conveying party(ies):

Peninsula Dialysis Center, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

15. Name of conveying party(ies):

Renal Treatment Centers, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

16. Name of conveying party(ies):

Renal Treatment Centers – California, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

17. Name of conveying party(ies):

Renal Treatment Centers – Hawaii, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

18. Name of conveying party(ies):

Renal Treatment Centers – Illinois, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

19. Name of conveying party(ies):

Renal Treatment Centers – Mid-Atlantic, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

20. Name of conveying party(ies):

Renal Treatment Centers – Northeast, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

21. Name of conveying party(ies):

Renal Treatment Centers - West, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

22. Name of conveying party(ies):

RTC Holdings, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

23. Name of conveying party(ies):

RTC – Texas Acquisition, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

24. Name of conveying party(ies):

RTC TN, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

25. Name of conveying party(ies):

Total Acute Kidney Care, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

26. Name of conveying party(ies):

Total Renal Care, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

27. Name of conveying party(ies):

Total Renal Care of Colorado, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

28. Name of conveying party(ies):

Totoal Renal Care of Puerto Rico, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

29. Name of conveying party(ies):

Total Renal Laboratories, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

30. Name of conveying party(ies):

Total Renal Research, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

31. Name of conveying party(ies):

Total Renal Support Services, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

32. Name of conveying party(ies):

TRC of New York, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

33. Name of conveying party(ies):

Tri-City Dialysis Center, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

34. Name of conveying party(ies):

Beverly Hills Dialysis Partnership

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

35. Name of conveying party(ies):

Houson Kidney Center/Total Renal Care Integrated Service Network Limited Partnership

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

36. Name of conveying party(ies):

Nephrology Medical Associates of Georgia, LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

37. Name of conveying party(ies):

Renal Treatment Centers – Southeast, LP

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State

38. Name of conveying party(ies):

Total Renal Care/Peralta Renal Center Partnership

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State

39. Name of conveying party(ies):

Total Renal Care/Piedmont Dialysis Partnership

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State

40. Name of conveying party(ies):

Total Renal Care Texas Limited Partnership

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State

41. Name of conveying party(ies):

Total Renal Care of Utah, L.L.C.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

42. Name of conveying party(ies):

TRC – Indiana, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

**Continuation of Box 4:**

Registrations

2,068,163	1,983,091	2,229,751	2,238,800
2,253,202	2,186,950	2,196,337	2,167,478
2,187,566	2,185,761	2,238,675	

**NO ADDITIONAL PAGES**



## SCHEDULE B

### To The Intellectual Property Security Agreement

#### Trademarks

##### U.S. Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Issue Date</u>
DaVita, Inc.	Total Renal Care	2068163	6/3/97
Total Renal Care, Inc.	TRC	1983091	6/25/96
DaVita, Inc.	Total Renal Research	2229751	3/2/99
DaVita, Inc.	TRR	2238800	4/13/99
DaVita, Inc.	TRR	2253202	6/15/99
DaVita, Inc.	Total Nephrology Care Network	2186950	9/1/98
DaVita, Inc.	TNCN	2196337	10/13/98
DaVita, Inc.	TNCN	2167478	6/23/98
DaVita, Inc.	TRP	2187566	9/8/98
DaVita, Inc.	TRP	2185761	9/1/98
Davita, Inc.	Logo Design	2238675	4/13/99
DaVita Inc.	DaVita (and design)	Intent to Use	10/25/00
DaVita, Inc.	DaVita Inc.	Intent to Use	6/5/00

##### Foreign Trademarks:

None.

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated April 26, 2002, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Credit Suisse First Boston ("*CSFB*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, DaVita Inc., a Delaware corporation, has entered into a Credit Agreement dated as of April 26, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with CSFB, as Administrative Agent and as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated April 26, 2002 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (but excluding any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby and renewals and extensions of the foregoing, and all rights therein provided by international treaties or conventions (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the “*Trademarks*”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the

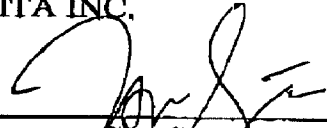
rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

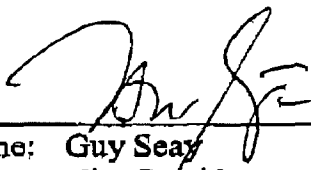
DAVITA INC.

By

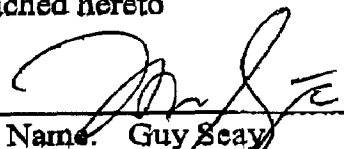


Name: Guy Seay

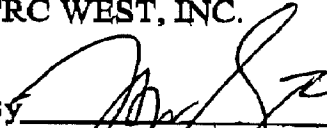
Title: Vice President

By   
Name: Guy Seay  
Title: Vice President  
on behalf of each of the entities  
listed on Appendix A attached  
hereto

TOTAL RENAL CARE, INC., on behalf of  
each of the entities listed on Appendix B  
attached hereto

By   
Name: Guy Scay  
Title: Vice President

TRC WEST, INC.

By  \_\_\_\_\_

Name: Guy Seay  
Title: Vice President



**Appendix A to the  
Intellectual Property Security Agreement**

Carroll County Dialysis Facility, Inc.  
Continental Dialysis Centers, Inc.  
Continental Dialysis Center of Springfield-Fairfax, Inc.  
Dialysis Specialists of Dallas, Inc.  
East End Dialysis Center, Inc.  
Elberton Dialysis Facility, Inc.  
Flamingo Park Kidney Center, Inc.  
Lincoln Park Dialysis Services, Inc.  
Mason-Dixon Dialysis Facilities, Inc.  
Open Access Sonography, Inc.  
Peninsula Dialysis Center, Inc.  
Renal Treatment Centers, Inc.  
Renal Treatment Centers – California, Inc.  
Renal Treatment Centers – Hawaii, Inc.  
Renal Treatment Centers – Illinois, Inc.  
Renal Treatment Centers – Mid-Atlantic, Inc.  
Renal Treatment Centers – Northeast, Inc.  
Renal Treatment Centers – West, Inc.  
RTC Holdings, Inc.  
RTC – Texas Acquisition, Inc.  
RTC TN, Inc.  
Total Acute Kidney Care, Inc.  
Total Renal Care, Inc.  
Total Renal Care of Colorado, Inc.  
Total Renal Care of Puerto Rico, Inc.  
Total Renal Laboratories, Inc.  
Total Renal Research, Inc.  
Total Renal Support Services, Inc.  
TRC of New York, Inc.  
Tri-City Dialysis Center, Inc.

**Appendix B to the  
Intellectual Property Security Agreement**

Beverly Hills Dialysis Partnership  
DaVita – West, LLC

Houston Kidney Center/Total Renal Care Integrated Service Network Limited Partnership  
Nephrology Medical Associates of Georgia, LLC  
Renal Treatment Centers – Southeast, LP  
Total Renal Care/Peralta Renal Center Partnership  
Total Renal Care/Piedmont Dialysis Partnership  
Total Renal Care Texas Limited Partnership  
Total Renal Care of Utah, L.L.C.  
TRC – Indiana, LLC

**SCHEDULE A**  
**To The Intellectual Property Security Agreement**  
**Patents**

**Patents**

None.

## **SCHEDULE C**

### **To The Intellectual Property Security Agreement**

#### **Copyrights**

Grantors do not have any copyrights, copyright registrations, copyright applications or copyright licenses other than (a) unregistered copyrights in work products created by their respective employees and (b) licenses acquired in the ordinary course of business primarily relating to the use of "shrink wrapped" software that is generally available in the commercial market such as word processing programs and personal computer operating systems.