

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		09/27/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	DaVita, Inc
Street Address:	601 Hawaii Street
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2253202	TRR
Registration Number:	2238800	TRR
Registration Number:	2229751	TOTAL RENAL RESEARCH
Registration Number:	2238675	
Registration Number:	2196337	TNCN

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas
 Address Line 2: Suite 3100
 Address Line 4: New York, NEW YORK 10036

CH \$140.00 2253202

NAME OF SUBMITTER:	INGRID ARBUCKLE
Signature:	/INGRID ARBUCKLE/
Date:	09/28/2005
Total Attachments: 3 source=BANK OF AMERICA - DAVITA TM#page1.tif source=BANK OF AMERICA - DAVITA TM#page2.tif source=BANK OF AMERICA - DAVITA TM#page3.tif	

RELEASE OF SECURITY AGREEMENT

THIS RELEASE OF SECURITY AGREEMENT (this "Release") is made as of September 27, 2005 (the "Effective Date") by Bank of America, N.A., as collateral agent (in such capacity, the "Collateral Agent"), under that certain security agreement between DaVita, Inc. and certain of its subsidiaries, as grantors (the "Grantor") and the Collateral Agent dated May 3, 2001 (the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantor pledged, assigned and granted to the Collateral Agent a continuing security interest in all of its right, title and interest in and to the Collateral (as defined in the Security Agreement), including without limitation the trademark registrations set forth on Schedule I hereto (collectively, with the goodwill associated therewith the "Trademarks");

WHEREAS, the Security Agreement relating to the Trademarks was recorded with the Trademarks Division of the U.S. Patent & Trademark Office at Reel/Frame No. 2307/0713 on May 29, 2001, as set forth in Schedule I hereto;

WHEREAS, the Borrower has paid in full all of its outstanding Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Collateral, without warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to the Grantor.

The Collateral Agent shall take all further actions, and provide to the Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantor to fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, The Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., as Collateral Agent,

By: Amie L. Edwards

Name: Amie L. Edwards

Title: Vice President

Schedule I

TRADEMARKS

Registrations:

Owner: DaVita, Inc.

Trademark	Registration Number	Registration Date	Country
TRR	2,253,202	June 15, 1999	USA
TRR	2,238,800	April 13, 1999	USA
TOTAL RENAL RESEARCH	2,229,751	March 2, 1999	USA
[DESIGN MARK]	2,238,675	April 13, 1999	USA
TNCN	2,196,337	October 13, 1998	USA