

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DaVita Inc.		02/23/2007	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:	National Banking Association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3055972	DAVITA AT HOME
Registration Number:	2924926	DAVITA AT HOME
Registration Number:	2986832	KIDNEY EDUCATION AND YOU
Registration Number:	3069493	LIFE-ALYSIS
Serial Number:	76567279	DAVITA AT HOME
Serial Number:	76583067	DAVITA AT HOME
Serial Number:	76540070	KIDNEY EDUCATION AND YOU
Serial Number:	76700142	

CORRESPONDENCE DATA	
Fax Number:	(202)756-9299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8002210770
Email:	matthew.mayer@thomson.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1133 Avenue of the Americas

CH \$215.00 3055972

Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 787893
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	03/06/2007

**Total Attachments: 5**  
source=Davita\_JPMorgan\_TM8#page2.tif  
source=Davita\_JPMorgan\_TM8#page3.tif  
source=Davita\_JPMorgan\_TM8#page4.tif  
source=Davita\_JPMorgan\_TM8#page5.tif  
source=Davita\_JPMorgan\_TM8#page6.tif

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of February 23, 2007, 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.

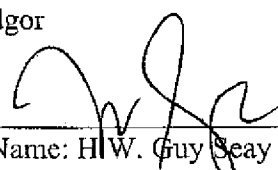
[signature page follows]

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: \_\_\_\_\_

  
Name: H.W. Guy Seay  
Title: Vice President

Accepted and Agreed:

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

By:   
Name: Dawn Lee Lum  
Title: Executive Director

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

**Trademark Registrations:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
DaVita Inc.	3055972	DAVITA AT HOME
DaVita Inc.	2924926	DAVITA AT HOME (AND DEISGN)
DaVita Inc.	2986832	KIDNEY EDUCATION AND YOU
DaVita Inc.	3069493	LIFE-ALYSIS

**Trademark Applications:**

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
DaVita Inc.	76/567279 - Registered	DAVITA AT HOME
DaVita Inc.	76/583067- Registered	DAVTA AT HOME (AND DESIGN)
DaVita Inc.	76/540070- Registered	KIDNEY EDUCATION AND YOU
DaVita Inc.	76/700142	MAXINE