

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Renal Care, Inc.		07/24/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as notes collateral agent		
Street Address:	99 Wood Avenue South, Suite 1000		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6823590	U.S. RENAL CARE	
Registration Number:	6438398	POWERED BY PHYSICIANS. INSPIRED BY OUR P	
Registration Number:	3429450	U. S. RENAL CARE	
Serial Number:	97776960	NEPHROLOGY BUSINESS LEADERSHIP NB LU	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	41079.00096		
NAME OF SUBMITTER:	Javier J Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	07/25/2023		
Total Attachments: 5			

CH \$115.00 6823590

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source=22. Spindletop - Notes - Trademark Security Agreement (Executed)_LEGAL#page3.tif
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GRANT OF SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of July 24, 2023 (this "Agreement"), is made by U.S. Renal Care, Inc., a Delaware corporation (the "Grantor"), in favor of Wilmington Trust, National Association, solely in its capacity as notes collateral agent (in such capacity, the "Notes Collateral Agent") for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, dated as of July 24, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Indenture"), among Holdings, the Issuer, Wilmington Trust, National Association, as the Trustee and Notes Collateral Agent, and the other parties from time to time party thereto, Holdings, the Issuer and any Subsidiaries of the Issuer that are or become a party thereto as Grantors, have executed and delivered the Security Agreement, dated as of July 24, 2023 in favor of the Notes Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Notes Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Trustee and Notes Collateral Agent to enter into the Indenture and to induce the Holders to purchase the Notes, each Grantor hereby agrees with the Notes Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Indenture.
2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks to the extent owned by the Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Trademark Collateral"), to the Notes Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.
3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.
4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.4 thereof, the Notes Collateral Agent shall, at the sole

expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing, without representation or warranty of any kind, the Security Interest in the Trademark Collateral of the Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Agreement not in its individual capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges, immunities and indemnities were set forth herein. The Notes Collateral Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Agreement or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer and Grantors.

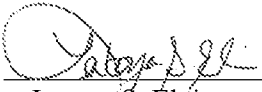
[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

U.S. RENAL CARE, INC.,
as a Grantor

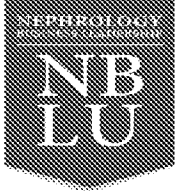

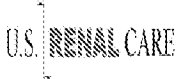
DocuSigned by:
By: Thomas L. Weinberg
Name: Thomas L. Weinberg
Title: Executive Vice President, General Counsel, and
Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Notes Collateral Agent

By:  _____
Name: Latoya S. Elvin
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
NEPHROLOGY BUSINESS LEADERSHIP nblu 	97776960	01-FEB-2023	--	--
U.S. RENAL CARE 	90284509	28-OCT-2020	6823590	23-AUG-2022
POWERED BY PHYSICIANS. INSPIRED BY OUR PATIENTS	90284561	28-OCT-2020	6438398	03-AUG-2021
U. S. RENAL CARE 	77111155	20-FEB-2007	3429450	20-MAY-2008