

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5295221

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
RITE AID HDQTRS. CORP.	12/20/2018
RX OPTIONS, LLC	12/20/2018
HEALTH DIALOG SERVICES CORPORATION	12/20/2018

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	100 FEDERAL STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	8521550
Application Number:	14789530
Application Number:	13940971
Patent Number:	8095380
Patent Number:	8290789
Patent Number:	8484085
Patent Number:	8996392
Patent Number:	D694909
Patent Number:	9043217
Patent Number:	10074148
Application Number:	13967424
Application Number:	15872546

CORRESPONDENCE DATA

Fax Number: (617)502-5002

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.

Phone: 617-248-5000

Email: PatentDocket@choate.com

Correspondent Name: CHOATE HALL & STEWART LLP-PATENT DOCKET
Address Line 1: TWO INTERNATIONAL PLACE
Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER: BRIAN E. REESE

SIGNATURE: /Brian E. Reese/

DATE SIGNED: 12/20/2018

Total Attachments: 12

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GRANT OF SECURITY INTEREST IN PATENTS

This **GRANT OF SECURITY INTEREST IN PATENTS** (this "Agreement"), dated as of December 20, 2018, is made by each Subsidiary of **RITE AID CORPORATION**, a Delaware corporation (the "Borrower") listed on Schedule I, Schedule II, and Schedule III hereto (such Subsidiaries, collectively, the "Grantors", and each individually, a "Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Bank of America"), in its capacity as the collateral agent for each of the Senior Secured Parties (as defined in the Senior Subsidiary Security Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "Senior Collateral Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 20, 2018 (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the "Senior Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Senior Lenders"), Bank of America, as administrative agent and collateral agent for the Senior Lenders and the other Senior Loan Secured Parties (under and as defined in the Senior Credit Agreement), and the other agents party thereto, the Senior Lenders and the other Senior Loan Secured Parties have agreed to make loans, letters of credit and other extensions of credit available to the Borrower and its Subsidiaries (as defined in the Senior Credit Agreement), pursuant to, and upon the terms and subject to the conditions specified in, the Senior Credit Agreement;

WHEREAS, from time to time, the Borrower may incur Additional Senior Debt Obligations to one or more Additional Senior Debt Parties pursuant to the Additional Senior Debt Documents (each such term, as defined in the Senior Credit Agreement);

WHEREAS, the Grantors are affiliates of one another, will derive substantial direct and indirect benefits from the extensions of credit to the Borrower and its Subsidiaries pursuant to (a) the Senior Credit Agreement and (b) the Additional Senior Debt Documents;

WHEREAS, each Grantor has agreed to guarantee, among other things, (a) all Senior Loan Obligations (under and as defined in the Senior Credit Agreement) and (b) to the extent specified in the Additional Senior Debt Documents, the Additional Senior Debt Obligations, pursuant to the terms of the Senior Subsidiary Guarantee Agreement, dated as of December 20, 2018 (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the "Senior Subsidiary Guarantee Agreement") made by the Grantors in favor of the Senior Collateral Agent, for the benefit of the Senior Secured Parties;

WHEREAS, in connection with the Senior Subsidiary Guarantee Agreement, each Grantor has agreed to grant to the Senior Collateral Agent, for the ratable benefit of the Senior Secured Parties, a security interest in all right, title or interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire a right, title or interest in, to and under the Senior Collateral (under and as defined in the Senior Subsidiary Security Agreement referred to below), including in Intellectual Property (as defined in the Senior Subsidiary Security Agreement referred to below), to secure

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their obligations under the Senior Subsidiary Guarantee Agreement and the other Senior Debt Documents (as defined in the Senior Credit Agreement) pursuant to the terms of the Senior Subsidiary Security Agreement, dated as of December 20, 2018 (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the “Senior Subsidiary Security Agreement”) made by the Grantors in favor of the Senior Collateral Agent, for the benefit of the Senior Secured Parties; and

WHEREAS, pursuant to the terms of the Senior Subsidiary Security Agreement, the Grantors are required to execute this Agreement.

NOW, THEREFORE, the Grantors and the Senior Collateral Agent, on behalf of itself and each other Senior Secured Party (and each of their respective successors and assigns), hereby agree as follows:

SECTION 1. **Definitions.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to such terms in the Senior Subsidiary Security Agreement and, if not defined therein, in the Senior Credit Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Senior Obligations (including, without limitation, all Senior Loan Obligations and all Additional Senior Debt Obligations), each Grantor hereby assigns and pledges to the Senior Collateral Agent, its successors and assigns, for the ratable benefit of the Senior Secured Parties, and hereby grants to the Senior Collateral Agent, its successors and assigns, for the ratable benefit of the Senior Secured Parties, a security interest in all right, title or interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest in, to and under (a)(i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those identified on Schedule A hereto, or the equivalent thereof in any other country and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (collectively, the “Patents”), (b) any written agreement to which any Grantor is party, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement (collectively, the “Patent Licenses”), and (c) any all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing (clauses (a), (b) and (c), collectively, the “Patent Collateral”). Notwithstanding anything else contained in this Section 2 to the contrary, Patent Collateral shall not include, and in no event shall the security interest granted under this Section 2 attach to, any Excluded Assets.

SECTION 3. **Purpose.** This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 4. **Acknowledgment.** Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Senior Secured Parties with respect to the security interest in the Senior Collateral granted hereby are more fully set forth in the Senior Subsidiary 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 Senior Subsidiary Security Agreement, the terms of the Senior Subsidiary Security Agreement shall govern.

SECTION 5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (*e.g.*, via electronic mail in .pdf form) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.


SECTION 7. **Intercreditor Agreements.** Notwithstanding anything herein to the contrary, the terms of this Agreement, and the rights of the Senior Collateral Agent and the Senior Secured Parties hereunder, are subject to each Intercreditor Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Patents to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:

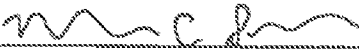
EACH OF THE SUBSIDIARIES LISTED ON
SCHEDULE I HERETO, as Grantors

By: 
Name: James J. Comitale
Title: Senior Vice President & Assistant Secretary

[Rite Aid -- Signature Page to Grant of Security Interest in Patents]

GRANTORS:

EACH OF THE SUBSIDIARIES LISTED ON
SCHEDULE II HERETO, as Grantors

By: 

Name: Matt Schroeder

Title: Vice President & Assistant Secretary

[Rite Aid - Signature Page to Grant of Security Interest in Patents]

PATENT
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GRANTORS:

EACH OF THE SUBSIDIARIES LISTED ON
SCHEDULE III HERETO, as Grantors

By: Thomas J. Roberts
Name: Thomas Roberts
Title: Secretary

[Rite Aid -- Signature Page to Grant of Security Interest in Patents]

SENIOR COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Roger Malouf
Title: Senior Vice President

GRANTORS

Rite Aid Hdqtrs. Corp., a Delaware corporation

GRANTORS

Rx Options, LLC, an Ohio limited liability company

GRANTORS

Health Dialog Services Corporation, a Delaware corporation

Schedule A to the
Grant of Security Interest in Patents

PATENT COLLATERAL

Owner/Applicant	Title/Description	Application No.	Application Date	Registration No.	Registration Date
Rx Options, Inc.	System and Method for Determining the Cost of a Pharmaceutical	10/316,024	12/11/2002	8,521,550	8/27/2013
Rite Aid Hdqtrs. Corp.	Prescription Fulfillment User Interface	14/789,530	7/1/2015	N/A	
Health Dialog Services Corporation	Systems And Methods For Primary Admissions Analysis	13/940,971	7/12/2013	N/A	
Health Dialog Services Corporation	Systems And Methods For Predicting Healthcare Related Financial Risk	11/281,233	11/16/2005	8,095,380	1/10/2012
Health Dialog Services Corporation	Systems And Methods For Predicting Healthcare Risk Related Events	13/313,601	12/7/2011	8,290,789	10/16/2012
Health Dialog Services Corporation	Systems And Methods For Predicting Healthcare Risk Related Events	13/617,225	9/14/2012	8,484,085	7/9/2013
Rite Aid Hdqtrs. Corp.	Medical Kiosk And Method Of Use	13/314,473	12/8/2011	8,996,392	3/31/2015
Rite Aid Hdqtrs. Corp.	Medical Kiosk	29/403,857	10/12/2011	D694,909	12/3/2013

Owner/Applicant	Title/Description	Application No.	Application Date	Registration No.	Registration Date
Rite Aid Hdqtrs. Corp.	Medical Kiosk and Method Of Use	13/760,345	2/6/2013	9,043,217	5/26/2015
Rite Aid Hdqtrs. Corp.	Medical Kiosk and Method of Use	14/663,792	3/20/2015	10,074,148	9/11/2018
Rite Aid Hdqtrs. Corp.	Veterinary Kiosk with Integrated Veterinary Medical Devices	13/967,424	8/15/2013	N/A	
Rite Aid Hdqtrs. Corp.	Medical Kiosk and Method of Use	15/872,546	1/16/2018	N/A	

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