

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genovese Drug Stores, Inc.		07/31/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	1362702	A PHARMACY STORE AND A WHOLE LOT MORE
Registration Number:	1384790	CIRCLE OF VALUES
Registration Number:	1289944	G
Registration Number:	1365885	GEN-CARE
Registration Number:	1067979	GENOVESE
Registration Number:	2217007	SMILE MILES

CORRESPONDENCE DATA	
Fax Number:	(212)859-4000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212 859 8000
Email:	carrie.kingsley@friedfrank.com
Correspondent Name:	Carrie B. Kingsley
Address Line 1:	Fried Frank et al. LLP
Address Line 2:	One New York Plaza
Address Line 4:	New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	4385-702
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OP \$165.00 1362702

NAME OF SUBMITTER:

Carrie B. Kingsley

Total Attachments: 4

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**Assignment of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **GENOVESE DRUG STORES, INC.**, a Delaware corporation (the "Assignor"), having its chief executive office at 50 Service Avenue, Warwick RI, 02886, hereby grants to **DEUTSCHE BANK TRUST COMPANY AMERICAS**, as U.S. Collateral Agent, (the "Assignee"), with offices at 60 Wall Street, New York NY, 02886, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark to the extent permitted by applicable law; and
- (v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of July 30, 2004, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Genovese Drug Stores, Inc.

TRADEMARK
REEL: 002941 FRAME: 0635

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 31 day of July, 2004.

GENOVESE DRUG STORES, INC., as Assignor

By: *Teresa Provlx*
Name: TERESA PROVLX
Title: ASST SECRETARY

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as U.S. Collateral Agent, as Assignee**

By: _____
Name:
Title:

STATE OF New York
County OF New York

The foregoing instrument was acknowledged before me this 31 day of July, 2004 by _____ as _____ of **GENOVESE DRUG STORES, INC.**, a Delaware corporation, on behalf of **GENOVESE DRUG STORES, INC.**

My commission expires: 7/2/07

Notarial Seal

Joyce W. Chang
Notary Public

**JOYCE W. CHANG
Notary Public, State of New York
No. 01CH8060781
Qualified in New York County
My Commission Expires July 2, 2007**

31 day of July, 2004.
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the

GENOVESE DRUG STORES, INC., as Assignor

By: _____
Name:
Title:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as U.S. Collateral Agent, as Assignee**

By: Mary Kay Coyle
Name: **Mary Kay Coyle**
Title: **Managing Director**

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20__ by _____ as _____ of **GENOVESE DRUG
STORES, INC., a Delaware corporation, on behalf of GENOVESE DRUG STORES, INC.**

My commission expires:

Notarial Seal

Notary Public

SCHEDULE A

None.

SCHEDULE B

UNITED STATES TRADEMARK REGISTRATIONS

Trademark	Registration No./ Date
A PHARMACY STORE AND A WHOLE LOT MORE	1,362,702 24-Sep-1985
CIRCLE OF VALUES	1,384,790 25-Feb-1986
G and Design	1,289,944 14-Aug-1984
GEN-CARE	1,365,885 15-Oct-1985
GENOVESE	1,067,979 21-Jul-1977
SMILE MILES Design	2,217,007 12-Jan-1999

Maxi Drug, Inc.