

Tab settings = = =

To the Honorable Commissioner of Pat.

101393638

Id original documents or copy thereof.

1. Name of conveying party(ies):

William Rindfuss, V.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 18, 2000

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Collateral Agent

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

if assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule V

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David Clayton

Internal Address: _____

Street Address: Milbank, Tweed, Hadley &

McCloy, 1 Chase Manhattan Plaza

City: New York State: NY ZIP: 10005

6. Total number of applications and registrations involved: _____

19

7. Total fee (37 CFR 3.41).....\$ 490

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David Clayton

Name of Person/Signing

[Signature]

Signature

May 23, 2000

Date

06/30/2000 JJALLAH2 00000014 1258869

Total number of pages including cover sheet, attachments, and document: _____

01 FC:481
02 FC:482

40.00
450.00

documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE V

Trademarks

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Pauls Trucking Corp.	PTC & Arrow Design	1,258,869	11/22/83
Pathmark Stores, Inc.	NO FRILLS plus Zig Zag Design	1,196,041	5/25/82
Pathmark Stores, Inc.	PATHMARK (Intl. Cl. 35)	854,358	8/6/68
Pathmark Stores, Inc.	PATHMARK (Intl. Cl. 29 & 32)	856,671	9/10/68
Pathmark Stores, Inc.	PATHMARK (Intl. Cl. 3)	869,880	5/27/69
Pathmark Stores, Inc.	PATHMARK (Intl. Cl. 3)	870,210	5/27/69
Pathmark Stores, Inc.	PATHMARK (Intl. Cl. 3)	870,223	5/27/69
Pathmark Stores, Inc.	PATHMARK (Intl. Cl. 16)	870,501	6/3/69
Pathmark Stores, Inc.	PATHMARK (Intl. Cl. 5)	870,754	6/10/69
Pathmark Stores, Inc.	PATHMARK (Intl. Cl. 28)	870,817	6/10/69
Pathmark Stores, Inc.	PATHMARK	879,571	10/28/69
Pathmark Stores, Inc.	PATHMARK & Design (Intl. Cl. 32)	880,075	11/4/69
Pathmark Stores, Inc.	THE STORE FOR VALUE	895,261	7/21/70
Pathmark Stores, Inc.	PATHMARK & Design (Intl. Cl. 35 & 37)	919,137	8/24/71
Pathmark Stores, Inc.	PATHMARK & Design (Intl. Cl. 101)	1,034,492	2/24/76
Pathmark Stores, Inc.	PATHMARK (Intl. Cl. 40)	1,484,650	4/12/88
Pathmark Stores, Inc.	HOM & Design	1,659,252	10/1/91
Pathmark Stores, Inc.	HEARTLAND DRUG	1,345,259	6/25/85
Pathmark Stores, Inc.	BIG DEALS	Ser. No. 74/176, 206	

55 NYL307 4643 1

ASSIGNMENT AGREEMENT

Reference is made to the Security Agreement dated as of July 9, 1997 (the "Security Agreement") among Pathmark Stores, Inc. (the "Borrower"), the Subsidiaries of the Borrower named therein (the "Guarantors" and, together with the Borrower, the "Grantors") and The Chase Manhattan Bank, as Administrative Agent (the "Administrative Agent"). Terms used but not defined herein have the meanings assigned to such terms in the Security Agreement.

RECITALS:

A. Pursuant to the Security Agreement, each Grantor assigned to the Administrative Agent, and granted to the Administrative Agent a security interest in, all of such Grantor's respective right, title and interest in, to and under, among other things, the Collateral (as defined in the Security Agreement), including, without limitation, the Trademarks (the "Trademarks") set forth in Schedule V to the Security Agreement ("Schedule V").

B. A recordation cover sheet attaching Schedule V and the Security Agreement was recorded in the Patent and Trademark Office on July 30, 1999 in Reel 1610 Frame 0655.

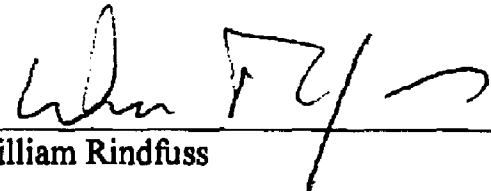
C. The recordation cover sheet incorrectly listed "Wm. Rindfuss, V.P." as the Assignee. It should have listed "The Chase Manhattan Bank, as Collateral Agent" as the Assignee.

D. William Rindfuss (the "Assignor") is a Vice President of The Chase Manhattan Bank and executed the Security Agreement on behalf of The Chase Manhattan Bank, as Collateral Agent (the "Assignee").

E. For the reason set forth in Recital C above, the Assignor wishes to assign all of his right, title and interest in, to and under the Trademarks to the Assignee.

Accordingly, the Assignor hereby assigns all of his right, title and interest in, to and under the Trademarks to and in favor of the Assignee.

DATED this 18th day of April, 2000.

By: 
William Rindfuss

FROM Chase Securities, INC., SF, CA (TUE) 4.18.00 8:56/ST. 8:56/NO.486304539 P