

MAD 13-18-00

01-11-2001

TRADEMARK
Docket No. 0700-4072



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK RECORDATION COVER SHEET

HON. COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENTS
Washington, D.C. 20231

Sir:

Please record the attached original documents or copies thereof.

1. Submission Type:

- New
- Resubmission (Non-Recordation) – Document ID# _____
- Correction of PTO Error: Reel # _____ Frame # _____
- Corrective Document: Reel # 002094 Frame # 0102 – To correct nature of conveyance

2. Name Of Conveying Party(ies):

Name: William Rindfuss, V.P.

Formerly _____

Execution Date (Month/Day/Year) April 18, 2000

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

Citizenship/State of Incorporation United States

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

3. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Collateral Agent

DBA/AKA/TA: _____

Address: 270 Park Avenue

City New York State NY ZIP 10017

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

Citizenship/State of Incorporation _____

If assignee is not domiciled in the U.S., a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment).

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

4. Conveyance Type:

- | | |
|--|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input checked="" type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> License | <input type="checkbox"/> Nunc Pro Tunc Assignment |
| <input type="checkbox"/> Other | |

Effective Date: _____ (if nunc pro tunc assignment)

5. Application Number(s) and marks or Registration Number(s) and marks:

Trademark Application No.(s) _____ (Mark: _____); _____

Trademark registration No.(s) ___ see attached schedule _____

Additional numbers attached? Yes No

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

Name: Janet Dore, Esq. c/o Morgan & Finnegan L.L.P.

Internal Address: _____

Street Address: 345 Park Avenue

City New York State New York ZIP 10154

Area Code and Telephone Number (212) 415-8563

7. Total number of applications and registrations involved: 19


8. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
 Authorized to be charged to deposit account

9. Deposit Account Number: 13-4500. Authorization to charge additional fees to deposit account: Yes No

10. Statement and Signature

Charges to deposit account are authorized, as indicated herein

Janet Dore  12/15/00
Name of Person Signing Signature Date

Total amount of pages in cover sheet: 3

FORM: REC-TM.NY
Rev. 10/04/94

TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUE DATE</u>
PTC and Arrow Design	1,258,869	11/22/83
NO FRILLS plus Zig Zag Design	1,196,041	5/25/82
PATHMARK	854,358	8/6/68
PATHMARK	856,671	9/10/68
PATHMARK	869,880	5/27/69
PATHMARK	870,210	5/27/69
PATHMARK	870,223	5/27/69
PATHMARK	870,501	6/3/69
PATHMARK	870,754	6/10/69
PATHMARK	870,817	6/10/69
PATHMARK	879,571	10/28/69
PATHMARK and Design	880,075	11/4/69
THE STORE FOR VALUE	895,261	7/21/70
PATHMARK and Design	919,137	8/24/71
PATHMARK and Design	1,034,492	2/24/76
PATHMARK	1,484,650	4/12/88
HOM and Design	1,659,252	10/1/91
HEARTLAND DRUG	1,345,259	6/25/85
BIG DEALS	Ser. No. 74/176,206	



101393638

Tab settings

To the Honorable Commissioner of Pat.

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

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

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

06/30/2000 17ALLAME 00000014 1250659

01 FC:481
02 FC:482

40.00
450.00

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.

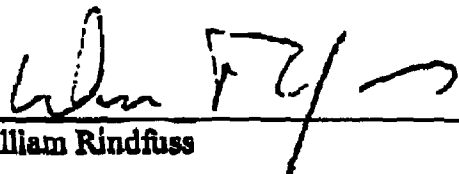
C. The recordation cover sheet incorrectly listed "Wm. Rindfuss, V.P." as the Assignee. It should have listed "The Chase Manhattan Bank, as Collateral Agent" as the Assignee.

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

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	

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