

02-27-2002

Form PTO-1594
(Rev. 03/01)



2-27-2002^R

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PTMK Corp.

- Individual(s)
- General Partnership
- Corporation-State : **Delaware**
- Association
- Limited Partnership
- Other _____

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

3. Nature of conveyance:

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

Execution Date: February 14, 2002

2. Name and address of receiving party(ies)

Name: JP Morgan Chase Bank

Internal Address: 450 West 33rd Street, 15th Fl.

Street Address: 450 West 33rd Street, 15th Fl.

City: New York State: NY Zip: 10001

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

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,196,041

Additional number(s) attached Yes No

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

Name: John M. Griem, Jr., Esq.

Internal Address: MILBANK, TWEED, HADLEY

& McCLOY LLP

Street Address: One Chase Manhattan Plaza

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41) \$465

- 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

John M. Griem, Jr., Esq.

Name of Person Signing

John M. Griem, Jr.
Signature

2-25-02

Date

Total number of pages including cover sheet, attachments, and document: 6

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

02/27/2002 DBYRNE 00000244 854358

01 FC:481 40.00 00
02 FC:482 425.00 00

NY2:#4451352

TRADEMARK
REEL: 002449 FRAME: 0708

Continuation Sheet: Item 4
List of Trademark Registrations and Applications

Registrations

Registration No.

854,358
856,671
869,880
870,210
870,223
870,501
870,754
870,817
919,137
1,034,492
1,484,650
1,345,259
1,922,594
2,137,549
1,906,164

Applications

Application No.

76/241,607
75/287,988

SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, PTMK Corp., a Delaware corporation ("PTMK Corp."), holds all right, title and interest in its respective trademark registrations and trademark applications (the "Trademarks") listed on the annexed Schedule of Trademarks, which are registered or have been filed with the United States Patent and Trademark Office.

WHEREAS, PTMK Corp. has entered into a Supplement No. 1 dated as of January 30, 2002 ("Supplement No. 1"), to the Security Agreement dated as of September 19, 2000 (the "Security Agreement"), among Pathmark Stores, Inc. (the "Borrower"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "Guarantor" and collectively, the "Guarantors"; the Guarantors and the Borrower are referred to collectively as the "Grantors"), and JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined therein), which Supplement No. 1 was executed by PTMK Corp. as a New Grantor in accordance with the requirements of the Credit Agreement dated as of September 19, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders party thereto (the "Lenders") and the Administrative Agent, to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued pursuant to a Credit Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

WHEREAS, the parties to Supplement No. 1 do hereby desire to confirm the pledge, assignment and grant by PTMK Corp., pursuant to the Security Agreement, of a continuing security interest in all right, title and interest of PTMK Corp. in, to and under the Trademarks, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), as Collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of PTMK Corp.'s Obligations, as such term is defined in the Security Agreement to the Administrative Agent, for the benefit of the Secured Parties;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PTMK Corp. hereby assigns, conveys, mortgages, pledges and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks as Collateral security for the prompt and complete payment and performance when due (whether the stated maturity, by acceleration or otherwise) of such Obligations, as such term is defined in the Security Agreement.

Confirmation of Security Interest

IN WITNESS WHEREOF, the undersigned has caused this Short-Form Security Agreement to be duly executed as of this 14th day of February 2002.

PTMK CORP.

By 

Name: **Marc A Strassler**
Title: **Senior Vice President**
Address:

JPMORGAN CHASE BANK (formerly know as,
the Chase Manhattan Bank), as Administrative
Agent,

By _____

Name:
Title:

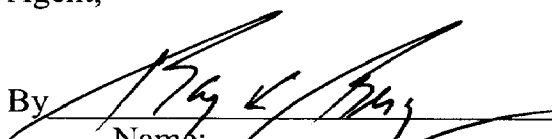
Confirmation of Security Interest

IN WITNESS WHEREOF, the undersigned has caused this Short-Form Security Agreement to be duly executed as of this ___ day of February 2002.

PTMK CORP.

By _____
Name:
Title:
Address:

JPMORGAN CHASE BANK (formerly know as, the Chase Manhattan Bank), as Administrative Agent,

By  _____
Name:
Title: *AMY K BERGMAN*
AB

Confirmation of Security Interest

SCHEDULE I

TRADEMARKS

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number or Application Number</u>	<u>Registration Date or Application Date</u>
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 & 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.	HEARTLAND DRUG	1,345,259	6/25/85
Pathmark Stores, Inc.	BIG DEALS	1,922,594	9/26/95
Pathmark Stores, Inc.	Pathmark The Way It Should Be	2,137,549	2/17/98
Pathmark Stores, Inc.	Smart Coupon	1,906,164	7/18/95
Pathmark Stores, Inc.	Shopping Cart Design	76/241,607	4/16/01
Pathmark Stores, Inc.	SMART PRICE	75/287,988	5/07/97

Schedule I to Confirmation of Security Interest

NY2:#4449066v2

RECORDED: 02/27/2002

**TRADEMARK
REEL: 002449 FRAME: 0713**