

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Duane Reade		07/30/2004	PARTNERSHIP: NEW YORK
Duane Reade Inc.		07/30/2004	CORPORATION: DELAWARE
DRI I Inc.		07/30/2004	CORPORATION: DELAWARE
Duane Reade International, Inc.		07/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2849822	APT. 5
Registration Number:	2854831	COLOR FOR THE CITY
Registration Number:	1106961	DR
Registration Number:	1099209	DR
Registration Number:	1099871	DR
Registration Number:	1105420	DUANE READE
Registration Number:	1092555	DUANE READE
Registration Number:	1106451	DUANE READE
Registration Number:	1163199	ROCKBOTTOM
Registration Number:	1500884	ROCKBOTTOM
Serial Number:	78404849	FIFTH AVENUE PREFERRED
Serial Number:	78420092	CHRISTMAS IN NEW YORK

OP \$340.00 2849822

Serial Number:

76431711

CORRESPONDENCE DATA

Fax Number: (212)859-4000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212.859.8000

Email: craig.brody@friedfrank.com

Correspondent Name: Craig J. Brody

Address Line 1: Fried Frank et al. LLP

Address Line 2: One New York Plaza

Address Line 4: New York, NEW YORK 10001

ATTORNEY DOCKET NUMBER:

30029-22

NAME OF SUBMITTER:

Craig J. Brody

Total Attachments: 8

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Duane Reade, a New York general partnership, Duane Reade Inc., a Delaware corporation, DRI I Inc., a Delaware corporation, and Duane Reade International, Inc., a Delaware corporation (each a "Grantor"), each with offices at 440 Ninth Avenue, New York, New York, 10001, each hereby grants to Bank of America, N.A., as Collateral Agent, (the "Grantee"), with offices at 1455 Market Street, 5th Floor, Mail Code CA5-701-05-19, San Francisco, CA 94103, a security interest in all of the Grantor'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; 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 OF SECURITY INTEREST is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of July, 30 2004, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee 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 Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 30th day of July, 2004.

DUANE READE, A NEW YORK GENERAL PARTNERSHIP, as Grantor

BANK OF AMERICA, N.A., as Collateral Agent, as Grantee

By: DUANE READE INC., a General Partner

By: _____

By: Michelle D. Bergman
Name: _____
Title: _____

Name: _____
Title: _____

By: DRI I INC., a General Partner

By: Michelle D. Bergman
Name: _____
Title: MICHELLE D. BERGMAN
Vice President and General Counsel

DUANE READE INTERNATIONAL, INC., as Grantor

By: Michelle D. Bergman
Name: MICHELLE D. BERGMAN
Title: Vice President and General Counsel

DUANE READE INC., as Grantor

By: Michelle D. Bergman
Name: MICHELLE D. BERGMAN
Title: Vice President and General Counsel

DRI I INC., as Grantor

By: Michelle D. Bergman
Name: MICHELLE D. BERGMAN
Title: Vice President and General Counsel

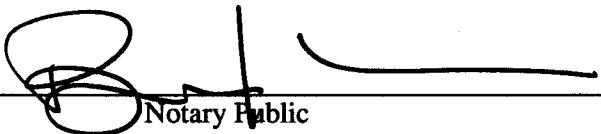
STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 30th day of July,
2004 by Michelle D. Bergman as Vice President, General Counsel of
Duane Reade Inc., a Delaware corporation, on behalf
of Duane Reade Inc.

My commission expires:

Notarial Seal



Notary Public

BINYOMIN KAPLAN
NOTARY PUBLIC, State Of New York
No. 02KA6054207
Qualified In Richmond County
Commission Expires Jan. 29, ~~2005~~ 2007

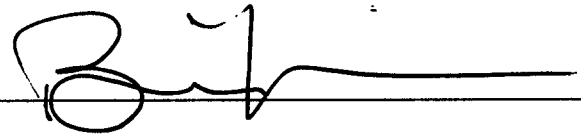
STATE OF New York
County OF New York

The foregoing instrument was acknowledged before me this 3th day of July,
2007 by Michelle D. Bergman as Vice President of
Duane Reade International Inc a Delaware corporation, on behalf
of Duane Reade International, Inc.

My commission expires:

Notarial Seal

Notary Public



BINYOMIN KAPLAN
NOTARY PUBLIC, State Of New York
No. 02KA6054207
Qualified In Richmond County
Commission Expires Jan. 29, ~~2008~~ 2007

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me this 30th day of July,
2004 by Michelle D. Bergman as Vice President of
DRI I Inc., a Delaware corporation, on behalf
of DRI I Inc.

My commission expires:

Notarial Seal

Notary Public



BINYOMIN KAPLAN
NOTARY PUBLIC, State Of New York
No. 02KA6054207
Qualified in Richmond County
Commission Expires Jan. 29, ~~2007~~ 2007

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 30th day of July, 2004.

DUANE READE, A NEW YORK GENERAL PARTNERSHIP, as Grantor

BANK OF AMERICA, N.A., as Collateral Agent, as Grantee

By: DUANE READE INC., a General Partner

By: 

By: _____
Name:
Title:

Name: James W. Ford
Title: Managing Director

By: DRI I INC., a General Partner

By: _____
Name:
Title:

DUANE READE INTERNATIONAL, INC., as Grantor

By: _____
Name:
Title:

DUANE READE INC., as Grantor

By: _____
Name:
Title:

DRI I INC., as Grantor

By: _____
Name:
Title:

**Schedule A to Grant of Security Interest
in United States Patents and Trademarks**

PATENTS AND PATENT APPLICATIONS

60/397,604

7/23/03

Virtual
Pharmacy Kiosk
System

U.S.

Duane Reade
International,
Inc.

PATENT LICENSES

None.

**Schedule B to Grant of Security Interest
in United States Patents and Trademarks**

TRADEMARKS

<u>Serial No.</u>	<u>Country</u>	<u>Date</u>	<u>Mark</u>
2,849,822	U.S.	6/1/2004	APT. 5
2,854,831	U.S.	6/15/2004	COLOR FOR THE CITY
1,106,961	U.S.	11/28/1978	DR (Stylized)
1,099,209	U.S.	8/15/1978	DR (Stylized)
1,099,871	U.S.	8/15/1978	DR (Stylized)
1,105,420	U.S.	11/7/1978	DUANE READE
1,092,555	U.S.	5/30/1978	DUANE READE
1,106,451	U.S.	11/21/1978	DUANE READE
1,163,199	U.S.	7/28/1981	ROCKBOTTOM
1,500,884	U.S.	8/16/1988	ROCKBOTTOM

TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Date</u>	<u>Mark</u>
78/404,849	U.S.	4/20/2004	FIFTH AVENUE PREFERRED
78/420,092	U.S.	5/17/2004	CHRISTMAS IN NEW YORK
76/431,711 (abandoned)	U.S.	7/18/2002	LIPSTICK CONTAINER TRADE DRESS

TRADEMARK LICENSES

Royalty and License Agreement, dated August 22, 1999, between Duane Reade International, Inc. (as Licensor) and Duane Reade (as Licensee).