

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bartell Drug Company		08/08/2022	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
Internal Address:	9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5318754	B	
Registration Number:	5740266	B	
Registration Number:	5305422	B	
CORRESPONDENCE DATA			
Fax Number:			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012947-0008		
NAME OF SUBMITTER:	Catherine C. Maresh		
SIGNATURE:	/Catherine C. Maresh/		
DATE SIGNED:	08/08/2022		
Total Attachments: 7			

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SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS

This **SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Agreement"), dated as of August 8, 2022, is made by the Subsidiary of **RITE AID CORPORATION**, a Delaware corporation (the "Borrower") listed on Schedule I hereto (such Subsidiary, the "Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Bank of America"), in its capacity as the collateral agent for each of the Senior Secured Parties (as defined in the Senior Subsidiary Security Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "Senior Collateral Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 20, 2018, as amended by that certain First Amendment to Credit Agreement, dated as of January 6, 2020, and as further amended by that certain Second Amendment to Credit Agreement, dated as of August 20, 2021 (and as further amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the "Senior Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Senior Lenders"), Bank of America, as administrative agent and collateral agent for the Senior Lenders and the other Senior Loan Secured Parties (under and as defined in the Senior Credit Agreement), and the other agents party thereto, the Senior Lenders and the other Senior Loan Secured Parties have agreed to make loans, letters of credit and other extensions of credit available to the Borrower and its Subsidiaries (as defined in the Senior Credit Agreement), pursuant to, and upon the terms and subject to the conditions specified in, the Senior Credit Agreement;

WHEREAS, from time to time, the Borrower may incur Additional Senior Debt Obligations to one or more Additional Senior Debt Parties pursuant to the Additional Senior Debt Documents (each such term, as defined in the Senior Credit Agreement);

WHEREAS, the Grantor will derive substantial direct and indirect benefits from the extensions of credit to the Borrower and its Subsidiaries pursuant to (a) the Senior Credit Agreement and (b) the Additional Senior Debt Documents;

WHEREAS, the Grantor has agreed to guarantee, among other things, (a) all Senior Loan Obligations (under and as defined in the Senior Credit Agreement) and (b) to the extent specified in the Additional Senior Debt Documents, the Additional Senior Debt Obligations, pursuant to the terms of the Senior Subsidiary Guarantee Agreement, dated as of December 20, 2018, as supplemented by that certain Supplement No. 1 to the Senior Subsidiary Guarantee Agreement, dated as of August 20, 2021, and as further supplemented by that certain Supplement No. 2 to the Senior Subsidiary Guarantee Agreement, dated as of March 31, 2022, by and among each Grantor and the Senior Collateral Agent (and as further amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the "Senior Subsidiary Guarantee Agreement") made by the Grantors in favor of the Senior Collateral Agent, for the benefit of the Senior Secured Parties;

WHEREAS, in connection with the Senior Subsidiary Guarantee Agreement, the Grantor has agreed to grant to the Senior Collateral Agent, its successors and assigns, for the ratable benefit of the Senior Secured Parties, a security interest in all right, title or interest now

owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire a right, title or interest in, to and under the Senior Collateral (under and as defined in the Senior Subsidiary Security Agreement referred to below), including in Intellectual Property (as defined in the Senior Subsidiary Security Agreement referred to below), to secure its obligations under the Senior Subsidiary Guarantee Agreement and the other Senior Debt Documents (as defined in the Senior Credit Agreement) pursuant to the terms of the Senior Subsidiary Security Agreement, dated as of December 20, 2018, as supplemented by that certain Supplement No. 1 to the Senior Subsidiary Security Agreement, dated as of August 20, 2021, and as further supplemented by that certain Supplement No. 2 to the Senior Subsidiary Security Agreement, dated as of March 31, 2022, by and among each Grantor and the Senior Collateral Agent (and as further amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the “Senior Subsidiary Security Agreement”) made by the Grantors in favor of the Senior Collateral Agent, for the benefit of the Senior Secured Parties; and

WHEREAS, pursuant to the terms of the Senior Subsidiary Security Agreement, the Grantor is required to execute this Agreement.

NOW, THEREFORE, the Grantor and the Senior Collateral Agent, on behalf of itself and each other Senior Secured Party (and each of their respective successors and assigns), hereby agree as follows:

SECTION 1. **Definitions.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to such terms in the Senior Subsidiary Security Agreement and, if not defined therein, in the Senior Credit Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Senior Obligations (including, without limitation, all Senior Loan Obligations and all Additional Senior Debt Obligations), the Grantor hereby assigns and pledges to the Senior Collateral Agent, its successors and assigns, for the ratable benefit of the Senior Secured Parties, and hereby grants to the Senior Collateral Agent, its successors and assigns, for the ratable benefit of the Senior Secured Parties, a security interest in all right, title or interest now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest in, to and under (a) all registrations and applications for registration of any trademark in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Patent and Trademark Office, including those identified on Schedule A hereto (collectively, the “Trademarks”), (b) any written agreement to which the Grantor is party, now or hereafter in effect, granting any right to any third party under any trademark now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, or granting any right to any Grantor under any trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement (collectively, the “Trademark Licenses”), and (c) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing (clauses (a), (b) and (c), collectively, the “Trademark Collateral”). Notwithstanding anything else contained in this Section 2 to the contrary, Trademark Collateral shall not include, and in no event shall the security interest granted under this Section 2 attach to, any Excluded Assets.

SECTION 3. **Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 4. **Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Senior Secured Parties with respect to the security interest in the Senior Collateral granted hereby are more fully set forth in the Senior Subsidiary Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Senior Subsidiary Security Agreement, the terms of the Senior Subsidiary Security Agreement shall govern.

SECTION 5. **Counterparts.** This Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g., via electronic mail in .pdf form) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.


SECTION 7. **Intercreditor Agreements.** Notwithstanding anything herein to the contrary, the terms of this Agreement, and the rights of the Senior Collateral Agent and the Senior Secured Parties hereunder, are subject to each Intercreditor Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademarks to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTOR:

THE BARTELL DRUG COMPANY,
as Grantor

By: 

Name: Matthew Schroeder

Title: Vice President and Treasurer

[Rite Aid -- Signature Page to Grant of Security Interest in Trademarks]

SENIOR COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: Courtney Kolb
Name: Courtney Kolb
Title: Vice President

[Rite Aid – Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
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Schedule I to the
Supplemental Grant of Security Interest in Trademarks

GRANTORS

The Bartell Drug Company, a Washington corporation

Schedule A to the
Supplemental Grant of Security Interest in Trademarks

TRADEMARK COLLATERAL

I. Trademarks

Owner/Applicant	Title/Description	Status	Application No.	Application Date	Registration No.	Registration Date
The Bartell Drug Company	B	Registered	87316640	27-Jan-2017	5318754	24-Oct-2017
The Bartell Drug Company	B	Registered	87316646	27-Jan-2017	5740266	30-Apr-2019
The Bartell Drug Company	B	Registered	87316665	27-Jan-2017	5305422	10-Oct-2017

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RECORDED: 08/09/2022