

06-21-1999



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="text"/>
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other <input type="text"/>	

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001916 FRAME: 0193

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Richard B. Feldman

Name of Person Signing

Signature

6/14/99

Date Signed

## TRADEMARK PURCHASE AGREEMENT AND ASSIGNMENT

TRADEMARK PURCHASE AGREEMENT AND ASSIGNMENT (the "Agreement") entered this 20<sup>th</sup> day of May, 1999 (the "Effective Date"), between Love Holding Corp., a New York corporation (the "Seller"), Duane Reade, a New York general partnership located at 440 Ninth Avenue, New York, New York (the "Buyer"), and Marvin Putter, an individual residing in the State of New York ("Putter").

### BACKGROUND

WHEREAS, Seller is the owner of the registered trademark "Love Stores", United States Patent and Trademark Office Reg. No. 1,531,428 (the "Trademark"),

WHEREAS, the Trademark is currently valid and effective and is being used by Seller in commerce in the regular course of its business,

WHEREAS, Seller desires to sell and Buyer desires to acquire the Trademark.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase of Trademark. Subject to the terms and conditions set forth in this Agreement, the Seller hereby transfers, conveys, delivers and assigns to the Buyer and the Buyer hereby receives and accepts from the Seller all of the Seller's rights, title, obligations and interest in and to the Trademark and all good will associated therewith.

2. Purchase Price. The purchase price ("Purchase Price") paid contemporaneously with the execution of this Agreement by the Buyer to the Seller for the Trademark acquired hereunder is Seventy-Five Thousand Dollars (\$75,000.00) and other good and valuable consideration.

3. Representations and Warranties of Seller. Seller hereby represents and warrants as follows:

3.1 Organization, Good Standing and Authorization. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. The Seller is duly authorized to convey, assign, transfer and deliver to the Buyer the Trademark.

3.2 Title to Trademark. Seller has good and marketable title to the Trademark, free and clear of all liens, encumbrances and charges.

4. Representations and Warranties of Buyer. The Buyer hereby represents and warrants as follows:

4.1 Organization, Good Standing and Authorization. The Buyer is a partnership duly organized, validly existing and in good standing under the laws of the State of

New York. The Buyer is duly authorized to purchase the Trademark from the Seller.

5. License to Use Trademark. In exchange for good and valuable consideration received by the Buyer from Putter, the Buyer hereby grants to Putter, his heirs, executors, administrators, personal representatives and successors a license to use the Trademark in connection with the conduct of the business of any entity located in New York County, New York in which Putter, his estate, heirs, successors or assigns, as the case may be, owns a majority interest; provided, however, that the use by Putter, his heirs, executors, administrators, personal representatives, successors, or assigns, as the case may be, of the Trademark is only subject to the limitations set forth in Section 9 of that certain Asset Purchase Agreement entered into as of the date of this Agreement among the Buyer, Putter, First Avenue Discount Co., Inc., Love on 46<sup>th</sup> Street, Inc., Love 108<sup>th</sup> Street, Inc., Columbia Love, Inc., Metropolitan Love, Inc., Madison Love, Inc., Broadway Love., Inc., Love in the 80's, Inc., 89<sup>th</sup> Street Love, Inc. and True Love, Inc..

6. Assignment. The license to use the Trademark provided in Section 5 of this Agreement shall not be assigned, conveyed or hypothecated by Putter except to his children or upon his death.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SELLER:  
corporation

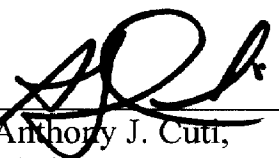

**LOVE HOLDING CORP.,** a New York

By:   
Marvin Putter, Director

BUYER:

**DUANE READE,** a New York general partnership,

By: Duane Reade Inc., a general partner

By:    
Anthony J. Cuti,  
Chairman, President and Chief Executive Officer