

02-07-2000

FORM PTO-1594

1-31-92

MRD 1-12-00



SHEET 1 VLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark

101259855

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

1. Name of conveying party(ies):

Bankers Trust Company, as Agent

- 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 Termination
- Merger
- Change of Name

Execution Date: June 30, 1997

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

Name: Pauls Trucking Corp.

Internal Address:

Street Address: 301 Blair Road

City: Woodbridge State: NJ ZIP: 07095-0915

- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,258,869

Additional numbers attached? Yes No

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

Name: Anne Lewallen

Internal Address: Cravath, Swaine & Moore

Worldwide Plaza

Room 4443

Street Address: 825 Eighth Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41):

\$ 490.00

- 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

02/07/2000 TTM11 00000019 1258869

01 FC:481
02 FC:482

40.00 OP
450.00 OP

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.

Anne Lewallen

Anne H. Lewallen TRADEMARK

January 10, 2000

REEL: 002016 FRAME: 0986

**SCHEDULE A
TO
TERMINATION AND RELEASE OF
TRADEMARK COLLATERAL SECURITY AGREEMENTS**

United States 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. 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	

**TERMINATION AND RELEASE OF
TRADEMARK COLLATERAL SECURITY AGREEMENTS**

This Termination and Release of Trademark Collateral Security Agreements (this "**Termination and Release Agreement**") is dated as of June 30, 1997 and is entered into by and among Bankers Trust Company, as Agent (as defined in the Credit Agreement referred to below), and each of Pathmark Stores, Inc. ("**Pathmark**"), Plainbridge, Inc. ("**Plainbridge**"), and Pauls Trucking Corp. ("**Pauls**"; collectively, Pathmark, Plainbridge and Pauls are the "**Debtors**" and each individually a "**Debtor**"). Reference is hereby made to (i) that certain Trademark Collateral Security Agreement and Conditional Assignment dated as of October 26, 1993 and recorded with the United States Patent and Trademark Office on October 27, 1993 in the trademark records at Reel 1056, Frame 0089, by and between Agent and Pathmark (the "**Pathmark Security Agreement**"); (ii) that certain Subsidiary Trademark Collateral Security Agreement and Conditional Assignment dated as of February 23, 1996, by and between Agent and Plainbridge (the "**Plainbridge Security Agreement**"); and (iii) that certain Subsidiary Trademark Collateral Security Agreement and Conditional Assignment dated as of February 23, 1996 and recorded with the United States Patent and Trademark Office on March 4, 1996 in the trademark records at Reel 1443, Frame 0703, by and between Agent and Pauls (the "**Pauls Security Agreement**"; collectively, the Pathmark Security Agreement, the Plainbridge Security Agreement and the Pauls Security Agreement are the "**Security Agreements**"). Capitalized terms used herein and not otherwise defined are used herein as defined in each of the Security Agreements.

SECTION 1. Termination of Security Agreements and Security Interest.

Agent hereby notifies, acknowledges to and agrees with each of the Debtors that effective upon the receipt by Agent of (x) a pay-off letter (the "**Pay-Off Letter**") countersigned by Pathmark and Agent under that certain Credit Agreement dated as of October 26, 1993, by and among Pathmark, the financial institutions listed on the signature pages thereof and the Agent, as amended to the date hereof, and (y) the Pay-Off Amount (as such term is defined in the Pay-Off Letter), (i) each of the Security Agreements is hereby terminated, (ii) the security interest granted by Company to Agent pursuant to the terms of each Security Agreement in, and the pledge and assignment by Company to Agent of, the patents, trademarks, copyrights, licenses and other collateral described in clauses (a) through (e) below (collectively, the "**Collateral**"), is terminated and released, and (iii) Agent hereby releases and forever discharges all of its right, title or interest of any kind or nature granted, assigned or conveyed pursuant to any of the Security Agreements in each Debtor's patents, trademarks, copyrights and licenses, including, without limitation, its rights, title and interest to any of the following, whether presently existing or hereafter arising or acquired:

(a) each of the Trademarks (as defined below) and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by any of the Debtors, in whole or in part (including, without limitation, the Trademarks specifically identified in Schedule A annexed hereto), and including all Trademark Rights with respect thereto and all federal, state and foreign Registrations therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any of the Debtors or in the name of Agent or otherwise for past, present and future infringements of the Trademarks, Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the Associated Goodwill; it being understood that the rights and interests included herein shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of any of the Debtors pertaining to the Trademarks, Registrations or Trademark Rights presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of any Debtor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

(b) the following documents and things in any of the Debtors' possession, or subject to any of the Debtors' right to possession, related to (y) the production, sale and delivery by any of the Debtors or any Affiliate, licensee or subcontractor of any of the Debtors, of products or services sold or delivered by or under the authority of any Debtor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall, for the purposes of this Termination and Release Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by any Debtor or any Affiliate, licensee or subcontractor of any Debtor:

(i) all lists and ancillary documents that identify and describe any of the Debtors' respective customers, or those of any of the Debtors' respective Affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including, without limitation, any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the Person or Persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by the relevant Debtor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(iii) all documents which reveal the name and address of any sources of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by any of the Debtors or any of their respective Affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

(c) all general intangibles relating to the Collateral;

(d) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(e) all proceeds, products, rents and profits (including without limitation license royalties and proceeds of infringement suits) of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Termination and Release Agreement, the term "**proceeds**" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

SECTION 2. GOVERNING LAW. THIS TERMINATION AND RELEASE AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 3. Miscellaneous; Definitions.

(a) This Termination and Release Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken

together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Termination and Release Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Termination and Release Agreement.

(b) As used in this Termination and Release Agreement, the following terms have the following meanings:

"Trademarks" means all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto owned and used by a Debtor in its business.

"Registrations" means all registrations that have been or may hereafter be issued or applied for on Trademarks in the United States and any state thereof and in foreign countries.

"Trademark Rights" means all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries.

"Associated Goodwill" means all goodwill of a Debtor's business symbolized by the Trademarks and associated therewith, including without limitation the documents and things described in paragraph (b) above.

IN WITNESS WHEREOF, Agent and each of the Debtors have caused this Termination and Release Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

BANKERS TRUST COMPANY, as Agent

By: 

Name: **MARY JO JOLLY**
Title: **ASSISTANT VICE PRESIDENT**

Acknowledged and agreed:

PATHMARK STORES, INC.

By: 

Name:

Title:

PLAINBRIDGE, INC.

By: 

Name:

Title:

PAULS TRUCKING CORP.

By: 

Name:

Title: