

07-21-2000

Form PTO-1594  
(Rev 6-93)

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U.S. Department of Commerce  
Patent and Trademark Office

101410598

To the Honorable Commissi

ached original documents or copy thereof.

1. Name of conveying party(ies):

Katz Enterprises (Minnesota) Inc.  
Snyder's Drug Stores, Inc.  
Snyder Bros., Inc.

- Individual(s)
- General Partnership
- Corporations
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: December 15, 1999

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

Name: Toronto Dominion (Texas) Inc.  
as Administrative Agent

Internal Address: Suite 1700

Street Address: 909 Fanin Street

City: Houston State: TX ZIP: 77010  
Country: \_\_\_\_\_

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- 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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached  Yes  No

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

Name: Nora A. Whitescarver  
Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, N.W.

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 11

7. Total fee (37 CFR 3.41): \$240.00

- Enclosed (Check No. 18350)
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/21/2000 DNGUYEN 00000064 1839086

DO NOT USE THIS SPACE

01 FC:482 50.00 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.

Nora A. Whitescarver  
Name of Person Signing

*Nora A. Whitescarver*  
Signature

March 16, 2000  
Date

Total number of pages comprising cover sheet and document attachments: 16

04/17/2000 DNGUYEN 00000178 1839086

01 FC:481 40.00 OP  
02 FC:482 200.00 OP

Item A. TrademarksTrademarks/Service Marks**Federal Registrations:**

<u>Trademark/Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
SNYDER EXPRESS and Design	1,839,086	06/07/94
YES EXPRESS <i>Stylized Letters</i>	1,774,505	06/01/93
SNYDER and Design	1,202,797	07/13/82
SSS and Design	1,132,026	04/01/80
SNYDER <i>Stylized Letters</i>	1,062,507	03/29/77

**State Registrations:**

<u>Trademark/Service Mark</u>	<u>State of Registration</u>	<u>Registration Number</u>	<u>Registration Date</u>
SUPER BUY	Illinois	59,859	02/25/87
SUPER BUY	Iowa	7,846	02/24/87
SUPER BUY	Michigan	M82-055	02/27/87
SUPER BUY <i>Stylized Letters</i>	Minnesota	5,123	03/26/76
SUPER BUY	North Dakota	5,551,600	07/31/75
SUPER BUY	Wisconsin	22,344	06/14/75
S	Wisconsin	16,042	08/29/68
SNYDER and Design	Wisconsin	16,023	08/13/68

<u>Assumed Names</u>	<u>State of Registration</u>	<u>Registration Date</u>
SCRIPT MAIL	Minnesota	08/05/88
SNYDER'S CLINICAL CARE	Minnesota	03/19/98

**INACTIVE  
TRADEMARKS/SERVICE MARKS**

<u>Trademark/Service Mark</u>	<u>Registration Number</u>	<u>Status</u>
THE OLD CORNER DRUG STORE ... FOR TODAY! And Design	1,497,257	Cancelled
PRINTS PLUS and Design	73,693,578	Abandoned
HBA DEPOT <i>Stylized Letters</i>	1,339,699	Cancelled
GERIMAX	1,162,426	Cancelled
YOU CAN COUNT ON SNYDERS	1,012,491	Expired
METHAHIST	839,461	Expired

**State Registration:**

<u>Trademark/Service Mark</u>	<u>State of Registration</u>	<u>Registration Number</u>	<u>Status</u>
SUPER BUY OF THE WEEK and Design	Wisconsin	Unknown	Not Renewed

Item B. Intellectual Property License Agreements

1. License Agreement between Snyder's and FoxMeyer dated September 15, 1992, whereby Snyder's licenses FoxMeyer to use name and trademarks of Snyder's and to sublicense such rights to certain independent retail drug stores as assigned to and assumed by McKesson pursuant to an Assignment Agreement dated November 8, 1996 among Snyder's, FoxMeyer and McKesson, which Assignment Agreement further amended and supplemented the License Agreement.
2. Price Simulator Model Subscription Agreement dated October 25, 1990 and November 9, 1990 and Retail Cooperation Agreement dated as of January 1, 1991 with Nielsen Marketing Research (A.C. Nielsen Company ).
3. Array Software License Agreement dated January 27, 1992 with Creative Data Systems, Inc.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 15, 1999, is made between KATZ ENTERPRISES (MINNESOTA) INC. ("Katz"), SNYDER'S DRUG STORES, INC. ("Snyder's") AND SNYDER BROS., INC. ("Snyder Bros."), (each a "Grantor" and collectively, the "Grantors"), and TORONTO DOMINION (TEXAS) INC., as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of December 15, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), and the Administrative Agent, the Lenders have extended Commitments to make Credit Extensions to the Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Borrower Security Agreement, dated as of December 15, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Borrower Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantors to execute this Agreement inasmuch as the Grantors will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Grantors by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Credit Extensions (including the initial Credit Extension) to the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Borrower Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantors do hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by them:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Borrower Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Borrower Security Agreement. The Borrower Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations and the termination of all Commitments, the Administrative Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.


SECTION 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Borrower 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.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

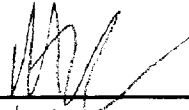
KATZ ENTERPRISES (MINNESOTA) INC.

By   
Name: Daryl A. Katz  
Title: President, Secretary and Treasurer

SNYDER'S DRUG STORES, INC.

By   
Name: Daryl A. Katz  
Title: Chairman of the Board and Secretary

SNYDER BROS., INC.

By   
Name: Daryl A. Katz  
Title: Chairman of the Board and Secretary

TORONTO DOMINION (TEXAS) INC.,  
as Administrative Agent

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KATZ ENTERPRISES (MINNESOTA) INC.

By \_\_\_\_\_  
Name:  
Title:


SNYDER'S DRUG STORES, INC.

By \_\_\_\_\_  
Name:  
Title:

SNYDER BROS., INC.

By \_\_\_\_\_  
Name:  
Title:

TORONTO DOMINION (TEXAS) INC.,  
as Administrative Agent

By  \_\_\_\_\_  
Name: Alva J. Jones  
Title: Vice President



4. DDPS Software Sources License Agreement dated January 27, 1992 with Sterling Distribution Services, Inc.
5. Equipment, Products and Services Agreement dated November 27, 1989 with Bull HN Information Systems Inc.
6. Master Site Licensing Agreement dated October 1, 1990 and Software Maintenance/Support Letter Agreement dated November 28, 1990 with Tomax Technologies Inc.
7. Master Pharmacy Agreement (MEDI-LINK) dated January 10, 1996 with HealthCare Data Corporation.
8. Lease Accounting Services Agreement dated November 7, 1991 with Financial Computer Systems.
9. Master Agreement dated May 28, 1987 with Computer Communications Specialists, Inc.
10. Agreement for Econolink Equipment and Software License dated September 12, 1997 with McKesson Drug Company.
11. Chain Service Agreement dated August 27, 1997 with MedE America Corporation.
12. Miscellaneous license agreements enclosed with packaged software purchased by Snyder's, including Microsoft.
13. Independent Retailer Agreement dated January 1, 1997 with Holy Family Health Services, Inc., assigned to FoxMeyer and subsequently assigned to McKesson.
14. Independent Retailer Agreement dated December 15, 1998 with Snyder Drug #6226, assigned to FoxMeyer and subsequently assigned to McKesson.
15. Independent Retailer Agreement dated January 31, 1999 with SUTTER HOLDINGS, LLP d/b/a Marshland Snyder Pharmacy, relating to store at Horicon Street, Mayville, WI, assigned to FoxMeyer and subsequently assigned to McKesson.
16. Independent Retailer Agreement dated January 31, 1999 with SUTTER HOLDINGS, LLP d/b/a Marshland Snyder Pharmacy, relating to store at 620

Washington Street, Horicon, WI, assigned to FoxMeyer and subsequently assigned to McKesson.

17. Independent Retailer Agreement dated June 25, 1998 with Dennis Thomson, assigned to FoxMeyer and subsequently assigned to McKesson.
18. Independent Retailer Agreement dated April 14, 1997 with Snyder Drug #6282, assigned to FoxMeyer and subsequently assigned to McKesson.
19. Independent Retailer Agreement dated June 25, 1998 with CMSP Inc. Snyder Drug #6284, assigned to FoxMeyer and subsequently assigned to McKesson.
20. Independent Retailer Agreement dated April 1, 1998 with Snyder Drug #6300, assigned to FoxMeyer and subsequently assigned to McKesson.
21. Independent Retailer Agreement dated June 26, 1998 with C R Pharmacy Service, Inc. d/b/a Tipton Snyder Drug, assigned to FoxMeyer and subsequently assigned to McKesson.
22. Independent Retailer Agreement dated February 20, 1999 with MK Stores, Inc. d/b/a Snyder Drug, assigned to FoxMeyer and subsequently assigned to McKesson.
23. Independent Retailer Agreement dated December 15, 1998 with Charley's Snyder Pharmacy #6348, assigned to FoxMeyer and subsequently assigned to McKesson.
24. Independent Retailer Agreement dated December 15, 1998 with Hartig Drug Stores Corporation, assigned to FoxMeyer and subsequently assigned to McKesson. McKesson is no longer selling merchandise to Hartig, but no notice of termination has been given by Hartig or McKesson.
25. Independent Retailer Agreement dated December 15, 1994 with Mike's Snyder Drug Store #6236, assigned to FoxMeyer and subsequently assigned to McKesson.
26. Independent Retailer Agreement dated June 6, 1996 with C.R. Pharmacy Service, Inc. d/b/a Shepley Pharmacy, assigned to FoxMeyer and subsequently assigned to McKesson.
27. Independent Retailer Agreement dated May 1, 1996 with Delano Snyder Drug, assigned to FoxMeyer and subsequently assigned to McKesson.

28. Independent Retailer Agreement dated April 24, 1994 with Schwartzwald Drug Inc. d/b/a Peters Snyder Drug, assigned to FoxMeyer and subsequently assigned to McKesson.
29. Independent Retailer Agreement dated November 1, 1996 with Dewitt Pharmacy, assigned to FoxMeyer and subsequently assigned to McKesson.
30. Independent Retailer Agreement dated April 18, 1995 with Menahga Snyder Pharmacy, assigned to FoxMeyer and subsequently assigned to McKesson.
31. Independent Retailer Agreement dated August 1, 1995 with Lindstrom Snyder Drug, assigned to FoxMeyer and subsequently assigned to McKesson.
32. Independent Retailer Agreement dated November 11, 1996 with Weber-Judd Snyder Pharmacy, assigned to FoxMeyer and subsequently assigned to McKesson.
33. Independent Retailer Agreement dated July 20, 1994 with Sauk Family Drug, Inc., assigned to FoxMeyer and subsequently assigned to McKesson.
34. Independent Retailer Agreement dated November 13, 1994 with Snyder Super Stop #6314, assigned to FoxMeyer and subsequently assigned to McKesson.
35. Independent Retailer Agreement dated November 17, 1995 with Gwinn Snyder Drug #6328, assigned to FoxMeyer and subsequently assigned to McKesson.
36. Independent Retailer Agreement dated December 15, 1998 with Felker Snyder Pharmacy #6365, assigned to FoxMeyer and subsequently assigned to McKesson.
37. Independent Retailer Agreement dated May 22, 1995 with Jackson Drug Co., assigned to FoxMeyer and subsequently assigned to McKesson.
38. Independent Retailer Agreement dated November 11, 1996 with Weber-Judd Snyder Pharmacy, assigned to FoxMeyer and subsequently assigned to McKesson.
39. Snyder Independent Store Number 6227 has been operating under a "Snyder Franchise Agreement" and has not signed the Snyder Independent Retailer Agreement (This "Independent Retailer Agreement" was assigned to FoxMeyer in 1992.)

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