

08-08-2001

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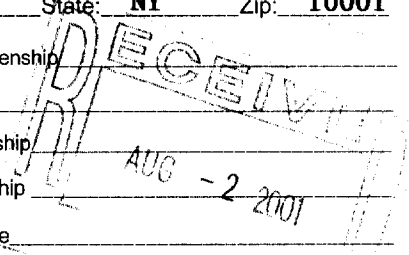
U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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): 8-201
Rock Bottom Stores, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **Duane Reade**
Internal Address: _____
Street Address: **440 Ninth Avenue, 6th Floor**
City: **New York** State: **NY** Zip: **10001**
 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



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **September 11, 1998**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,163,199; 1,500,884
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **James S. Blank, Esq.**
Internal Address: **Latham & Watkins**
Street Address: **885 Third Avenue, Suite 1000**
City: **New York** State: **NY** Zip: **10022**

6. Total number of applications and registrations involved: **2**
7. Total fee (37 CFR 3.41).....\$ **65.00**
 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

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.

Nicholas G. Mehler
Name of Person Signing

Nicholas G. Mehler
Signature

7/30/2001
Date

Total number of pages including cover sheet, attachments, and document: **5**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/07/2001 TBIAZI 00000167 1163199

01 FC:481 40.00 DP
02 FC:482 25.00 DP

TRADEMARK
REEL: 002343 FRAME: 0871

Attachment to Trademark Recordation Cover Sheet

Continuation of Item (2) – Additional Receiving Party:

Name: Duane Reade Inc.

Address: 440 Ninth Avenue, 6th Floor
New York, NY 10001

Please check "Corporation—State" box for Duane Reade Inc.

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is executed as of the 11th day of September, 1998 by Rock Bottom Stores, Inc., a Delaware corporation ("Seller"), pursuant to Section 3.2(a)(iii) of the Asset Purchase Agreement dated as of August 4, 1998, as amended by Amendment No. 1 dated September 11, 1998 (the "Asset Purchase Agreement") by and between Seller, Connrak Distributors, Inc., a Connecticut corporation ("Active Subsidiary") and Duane Reade, a New York general partnership (together with Duane Reade Inc., a Delaware corporation, "Buyer"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings assigned to such terms in the Asset Purchase Agreement.

INTENDING TO BE LEGALLY BOUND and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of its legal or beneficial right, title and interest in and to the Trademarks listed on Exhibit A hereto, to the extent that such marks have acquired any trademark or service mark status, together with the goodwill of the Business connected with the use thereof and symbolized thereby and the right to sue for past, present or future infringement of the assigned trademarks, for Buyer's own use and enjoyment and for the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this sale, assignment and transfer had not been made. Seller also sells, conveys, assigns, transfers and delivers to Buyer all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Buyer's successors, assigns or other legal representatives.

Seller makes no representation or warranty hereunder with respect to the trademarks being assigned hereunder other than those set forth in the Asset Purchase Agreement. To the extent any provision of this Assignment of Trademarks is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

IN WITNESS WHEREOF, Seller has caused this Assignment of Trademarks to be executed by its duly authorized officer as of the date first above written.

ROCK BOTTOM STORES, INC.

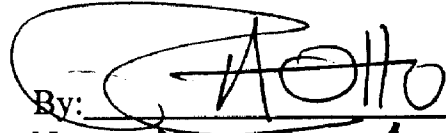
By: 
Name: Richard A. Otto
Title: President

EXHIBIT A

	Owner of Record	Registration Number	Registration Date	Services
ROCKBOTTOM	Rock Bottom Stores, Inc.	1,163,199	July 28, 1981	retail drug store services in international class 42
ROCKBOTTOM (STYLIZED)	Rock Bottom Stores, Inc.	1,500,884	August 18, 1988	retail drug store services in international class 42
RXCELLENT SERVICE and Design	Rock Bottom Stores, Inc.	1,784,568	July 27, 1993	computerized pharmacy services for retail customers in international class 42

Unregistered Trade Name:

Rock Bottom Stores

Unregistered Trademark:

RoVal