

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies):
Stephen L. LaFrance Holdings, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: **Delaware**

Other:

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

2. Name and address of receiving party(ies)
Name: Amresco Commercial Finance, Inc.

Internal Address:

Street Address: **412 E. Parkcenter Boulevard, Suite 300**

City: **Boise State: Idaho** Zip: **83706**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State **Nevada**
 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 **Corrective recorded on Reel 1226, Frame 0794 to correct the conveying party**

Execution Date: **February 21, 2001**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2587074 and 2593128

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

Name **Robert B. Burlingame**

Internal Address **Calendar/Docketing Department**

P.O. Box **7880**

San Francisco, CA 94120-7880

Street Address: **50 Fremont St.**

City: **San Francisco State: CA** Zip: **94105**

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
(but fee was already charged to our deposit account on April 15, 2003)

8. Deposit account number:
502214 (Our Ref.: 007178/0217990)

(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.

Robert B. Burlingame  **May 8, 2003**
 Name of Person Signing Signature Date

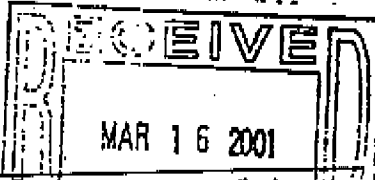
Total number of pages including cover sheet, attachments, and document:

04-02-2001



101654829

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



3-16-01

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
02/28/2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Stephen L. Lafrance Pharmacy, Inc.

02/21/2001

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization Arkansas

Receiving Party

Mark if additional names of receiving parties attached

Name AMRESCO Commercial Finance, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 412 E. ParkCenter Boulevard

Address (line 2) Suite 300

Address (line 3) Boise Idaho USA 83706

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization Nevada

FOR OFFICE USE ONLY

02/2001 BTGN11 00000162 2077256

FC:463 40.00 OP
FC:49E 825.00 OP

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 (0451-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0451-0027, Patent and Trademark Assignment Protocol. 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

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" value="2077250"/>	<input type="text" value="2040356"/>	<input type="text" value="2074526"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2074525"/>	<input type="text" value="2962824"/>	<input type="text" value="1924946"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1682571"/>	<input type="text" value="2518392"/>	<input type="text" value="2043198"/>

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.

AMRESCO Commercial Finance, Inc.
Dale Conder, Vice President
Name of Person Signing


Signature

2/28/2001
Date Signed

REGISTRATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Enter Additional Conveying Party

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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 the Assignment.)

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" value="75/573253"/>	<input type="text" value="75/573254"/>	<input type="text" value="75/573252"/>
<input type="text" value="75/573103"/>	<input type="text" value="75/709393"/>	<input type="text" value="75/678448"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="2003314"/>	<input type="text" value="2194033"/>	<input type="text" value="2192520"/>
<input type="text" value="2092615"/>	<input type="text" value="2133136"/>	<input type="text" value="2003313"/>
<input type="text" value="2072655"/>	<input type="text" value="2004845"/>	<input type="text" value="1659074"/>
<input type="text" value="2329049"/>	<input type="text" value="2109328"/>	<input type="text" value="2105625"/>
<input type="text" value="2099670"/>	<input type="text" value="1139324"/>	<input type="text" value="1139322"/>
<input type="text" value="1139321"/>	<input type="text" value="895697"/>	<input type="text" value="1322678"/>
<input type="text" value="1505317"/>	<input type="text"/>	<input type="text"/>

TRADEMARK

REEL: 002261 FRAME: 0796
TRADEMARK

REEL: 002653 FRAME: 0328

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

FORM PTO-1618C
Expires 06/30/99
OMB 0031-0027

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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TRADEMARK

REEL: 002653 FRAME: 0329

PLEDGE AND SECURITY AGREEMENT (this "Security Agreement"), dated as of the date set forth on the signature page hereof, by SUPER D DRUGS ACQUISITION CO., a Delaware corporation, STEPHEN L. LAFRANCE HOLDINGS, INC., a Delaware corporation, STEPHEN L. LAFRANCE PHARMACY, INC., an Arkansas corporation, and USA/SUPER D FRANCHISING, INC., a Delaware corporation (collectively, the "Borrower"), in favor of AMRESKO COMMERCIAL FINANCE, INC., a Nevada corporation (together with its successors and assigns, the "Secured Party").

Preliminary Statements

A. On the date hereof, the Secured Party will make certain loans (each a "Loan" and, collectively, the "Loans") to the Borrower reflected in (i) a Promissory Note to the Secured Party, dated the date hereof in the amount of \$10,227,777.78, (ii) a Promissory Note to the Secured Party, dated the date hereof in the amount of \$677,777.77, (iii) a Promissory Note to the Secured Party, dated the date hereof in the amount of \$838,888.89, and (iv) a Promissory Note to the Secured Party, dated the date hereof in the amount of \$3,550,000.00 (collectively, the "Promissory Note"), in a form prepared by and acceptable to Secured Party, which Promissory Note will evidence the Borrower's obligation, inter alia, (i) to repay the Loans, (ii) to guarantee the payment of delinquencies or defaults in respect of Program Loans (as defined therein) in an amount up to the Aggregate Credit Enhancement Amount (as defined therein), (iii) to pay rebatable Scheduled Monthly Credit Enhancement Obligation Payments (as defined therein) on each Loan and (iv) to pay interest and other amounts as set forth therein.

B. It is a condition to the making of the Loans, that the Borrower shall have executed and delivered this Security Agreement whereby the Borrower, in order to provide security for the full payment when due of all amounts payable under the Promissory Note, shall pledge and grant to the Secured Party a security interest in the collateral described herein.

NOW THEREFORE, in consideration of the foregoing and in order to induce the Secured Party to make the Loans available to the Borrower and for other good and valuable consideration, the receipt and sufficiency of which the Borrower hereby acknowledges, the Borrower and the Secured Party agree as follows:

ARTICLE I

DEFINITIONS AND OTHER TERMS

1. Definitions and Other Terms.

1.1. Defined Terms. The following terms shall have the meanings herein specified unless the context otherwise requires. All terms not otherwise defined herein shall have the meaning accorded to such terms in the Promissory Note. All terms defined in the singular will have the same meaning when used in the plural and vice versa.

"Accounts" means "accounts" as such term is defined in the UCC.

"Affiliate" means, with respect to any designated Person, any Person that, directly or indirectly, controls or is controlled by or is under common control with such designated Person and, without limiting the generality of the foregoing, shall include, (a) any Person who is a director or officer of, partner in, trustee of, or blood or legal relative, guardian or representative of the designated Person, or any Person who acts or serves in a similar capacity with respect to the designated Person, (b) any Person of which or whom the designated Person is a director or officer, partner, trustee, or blood or legal relative, guardian or representative, or with respect to which or whom, the designated Person acts or serves in a similar capacity; and (c) any Person, who, directly or indirectly, is the legal or beneficial owner of or controls ten percent (10%) or more of any class of equity securities of the designated Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

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TRADEMARK

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"Document" has the meaning ascribed to such term under the UCC.

"ERISA" means the Employee Retirement Income Security Act of 1974 as amended.

"Equipment" means any "equipment", as such term is defined in the UCC, used or bought for use primarily in the Pledged Stores and not included within Inventory, now or hereafter owned or leased by the Borrower and, in any event, shall include, but shall not be limited to, all machinery, tools, computer software, office equipment, furniture, appliances, furnishings, fixtures, vehicles, motor vehicles, petroleum storage tanks and pumps, and any manuals, instructions and similar items which relate to the foregoing, and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all improvements thereon and all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Event of Default" has the meaning ascribed to such term in Section 7.

"Financing Statements" means the UCC financing statements, prepared by Secured Party, and delivered to Borrower and which Borrower must execute and deliver to Secured Party as a condition under the Loan Documents.

"Fixed Charges" means, with respect to any Person, for any period, without duplication, the aggregate of all amounts paid or accrued by such Person during such period with respect to Indebtedness, as determined in accordance with generally accepted accounting principles.

"Franchise Agreement" means any franchise or license agreement or agreements with Borrower as franchisor or licensor, or as franchisee or licensee.

"General Intangibles" shall mean "general intangibles" as such item is defined in the UCC and shall include, but not be limited to, writings, memoranda, confirmations, passbooks, signature cards, acknowledgements, understandings, contract rights, licenses, including Liquor Licenses, leases, permits, filings, consents, and approvals, and all puts, calls, options, warrants, and securities, and all security interests, Patents, inventions, processes, lists (including customer and suppliers lists), methods, and information (including proprietary information, director and shareholder sales, business, financial, accounting, forecasts, projections, media, and other information), know-how, software, programs, plans, data, blueprints, designs, drawings, surveys, notices, Copyrights, Trademarks, tradenames, trade secrets, service marks, service names, logos and goodwill, and all recordings and registrations thereof, applications for recording or registration, renewals, modifications, supplements, reissues, continuations, extensions, divisions thereof and rights corresponding thereto, and all manuals, standards, practices, mail, advertisements, files, reports, books, catalogs, records, journals, invoices, and bills, and all rights (including voting rights, rights to receive notice or to consent, rights to payment, interest, dividends, distributions or earnings, rights to sue and enforce), powers (including powers of attorney), privileges, benefits, and remedies relating thereto or arising in connection therewith.

"Goods" has the meaning ascribed to such term in the UCC.

"Indebtedness" means, with respect to any Person, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, (d) all capitalized lease obligations of such Person, (e) all indebtedness of others secured by a Lien on any asset of such Person, whether or not such indebtedness has been assumed by such Person and (f) all indebtedness of others to the extent guaranteed by such Person.

"Instrument" has the meaning ascribed to such term in the UCC (other than Instruments constituting Chattel Paper).

"Insurance and Condemnation Proceeds" means (a) any and all proceeds of any insurance (insuring the Collateral or otherwise required to be maintained hereunder, including return of unearned premium), indemnity, warranty or guaranty payable to the Secured Party or Borrower from time to time, and claims for insurance, indemnity, warranty or guaranty effected or held for the benefit of the Borrower, with respect to any of the Collateral, and (b) any and all payments (in any form whatsoever) made or due and payable to the Borrower from time to time in connection

"Required Consolidated FCCR" has the meaning ascribed to such term in Section 3.15.

"Required Unit FCCR" has the meaning ascribed to such term in Section 3.15.

"Scheduled Monthly Credit Enhancement Obligation Payment" shall have the meaning ascribed to such term in the Promissory Note.

"Scheduled Monthly Loan Payment" shall have the meaning ascribed to such term in the Promissory Note.

"Securitization" means the sale, pledge, grant of a security interest, collateral assignment, transfer and delivery or other encumbrance or disposition of all or any portion of the Program Loans (or the Secured Party's rights and powers therein) by the Secured Party, from time to time, to one or more of its Affiliates or to other Persons, including the sale of the Program Loans by the Secured Party to one or more Persons who will issue debt instruments or equity certificates backed by such Program Loans and the servicing of such Program Loans by Person appointed as servicer in connection therewith.

"State" shall have the meaning ascribed to such term in the Promissory Note.

"Store" means a business/commercial property owned and/or operated by the Borrower and includes all aspects of the operating unit.

"Trademarks" shall mean all United States or other registered or unregistered trademarks, trade names, service marks and service names together with the goodwill of the business connected with the use thereof, and symbolized thereby, all licenses thereto including, without limitation, the trademarks, trademark registrations and trademark applications in the United States Patent and Trademark office or in similar state agencies as identified as the attached Schedule 6 (including the License, if applicable) and all applications therefor, and all reissues, divisions, continuations, renewals, extensions, modifications, supplements thereto or to any part thereof, and the right to sue for past, present and future infringements of the foregoing, and all rights corresponding to the foregoing throughout the world.

"UCC" means the Uniform Commercial Code (or any comparable law) in effect in any relevant jurisdiction the laws of which govern the perfection of security interests hereunder.

"Unit FCCR" means, with respect to any Pledged Store, for any period, the ratio of (a) such Pledged Store's Cash Flow for such period to (b) the sum of Fixed Charges and Rental Expense of the Borrower for such Pledged Store of such period.

1.2. Certain Calculations. For the purposes of calculating the Borrower's Cash Flow, Discretionary Expenses, Non-Recurring Expenses, Non-Recurring Income, Indebtedness and Lease Obligations, the term "Borrower" shall mean the Borrower and any Affiliate of the Borrower (an "Affiliate Guarantor") that is providing the Secured Party with a guarantee of any of the Borrower's Obligations and the term "financial statement" shall mean a consolidated financial statement of the Borrower and such Affiliate.

1.3. Rules of Construction. When used in this Security Agreement: (a) "or" is not exclusive; (b) a reference to a law includes any amendment or modification of such law; (c) a reference to a Person includes its permitted successors and permitted assigns; and (d) a reference to an agreement, instrument or document shall include such agreement, instrument or document as the same may be amended, modified or supplemented from time to time in accordance with its terms.

ARTICLE II

SECURITY INTERESTS

2. Security Interests.

2.1. Pledge and Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due of all of the Obligations, ~~the Borrower hereby pledges and grants to the Secured~~ Party, a continuing security interest in, and Lien on, all of the Borrower's right, title and interest in and to the following (collectively; the "Collateral"): all Accounts, Goods, Documents, Chattel Paper, Deposit Accounts, Instruments, Inventory, Equipment, General Intangibles, Contracts (including the Franchise Agreement and License, if applicable) certificates of title, fixtures, money, securities, deposits, credits, claims, demands, assets and other personal property of Borrower, whether, now owned, existing, hereafter acquired, held, used, sold or consumed in connection with the Pledged Stores and any other property, rights and interests of the Borrower which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, in connection with the foregoing; any and all additions and accessions, replacements, substitutions and improvements, of or to all the foregoing; and all products and Proceeds thereof. In the event the Franchise Agreement and License can be pledged or Borrower is allowed to grant a security interest in them or federal law is changed to allow a lender to obtain a security interest in a franchise, then Borrower hereby grants a security interest in the Franchise Agreement and License to the extent allowed by law and Borrower covenants to promptly execute such further documents to evidence and perfect such security interest of Secured Party. Without limiting the generality of the foregoing, this Security Agreement also secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrower to the Secured Party but for the fact they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Borrower.

2.2. Security Interest Absolute. All rights of the Secured Party and the security interests hereunder shall be absolute and unconditional irrespective of:

(a) any change in the time, manner, amount or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Promissory Note or any other Loan Document;

(b) any exchange, release or nonperfection of all or any part of the Collateral or any other collateral, or any release from, amendment to, waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(c) to the fullest extent permitted by law, any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Borrower or a third party pledgor

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

3. Representations, Warranties and Covenants. The Borrower hereby represents, warrants and covenants that:

3.1. Organization. The Borrower (unless the Borrower is an individual) is and will continue to be duly formed, validly existing and in good standing under the laws of the state of its organization set forth on Schedule I and is duly authorized to do business in, and is in good standing in each jurisdiction where the Business or the Property is located and where such organization, qualification or standing is necessary, required or proper in connection with the Borrower's ownership or use of the Collateral or the Property or the conduct of the Business.

3.2. Power and Authority. The Borrower (and, with respect to clause (c), below, in the case of Loan Documents executed by an Affiliate Guarantor, each such Affiliate Guarantor) has all requisite power, authority and the legal right and all necessary permits, consents, licenses and authorizations (a) to own the Collateral,

IN WITNESS WHEREOF, the Borrower has executed and entered into this Security Agreement and delivered it to the Secured Party and as of the date set forth below. This document is executed under seal and intended to take effect as a sealed instrument.

Date: February 28, 2001

ATTEST:

SUPER D DRUGS ACQUISITION CO.,
a Delaware corporation

By: 
Stephen L. LaFrance Jr., Vice President

By: 
Terry Viala, Vice President and Secretary

ATTEST:

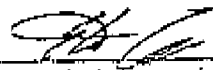
STEPHEN L. LAFRANCE HOLDINGS, INC.,
a Delaware corporation

By: 
Stephen L. LaFrance Jr., Vice President

By: 
Terry Viala, Vice President and Secretary

ATTEST:

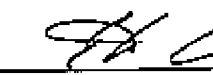
STEPHEN L. LAFRANCE PHARMACY, INC.,
an Arkansas corporation

By: 
Stephen L. LaFrance Jr., Vice President

By: 
Terry Viala, Vice President and Secretary

ATTEST:


USA/SUPER D FRANCHISING, INC.,
a Delaware corporation

By: 
Stephen L. LaFrance Jr., Vice President

By: 
Terry Viala, Vice President and Secretary

SECURED PARTY:

AMRESKO COMMERCIAL FINANCE, INC.

By: 
Dale Conder
Vice President

SCHEDULE 6

TRADEMARKS

Registered Name:	Registered Owner:	Registration No. (Registration Date):	Serial No. (Filing Date):
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,077,250 (7/8/1997)	75/100,357
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,040,356 (2/25/1997)	75/070,716
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,074,526 (6/24/1997)	75/047,196
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,074,525 (6/24/1997)	75/047,193
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,062,824 (5/20/1997)	75/047,191
SELECT BRAND (and Design)	Stephen L. Lafrance Pharmacy, Inc.	1,924,946 (10/10/1995)	74/556,953
SELECT BRAND THE LOWER PRICE NAME BRAND (and Design)	Stephen L. Lafrance Pharmacy, Inc.	1,682,571 (4/14/1992)	74/010,475
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,118,392 (12/2/1997)	75/082,514
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,045,198 (3/11/1997)	75/047,710
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,003,314 (9/24/1996)	75/047,199
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,194,033 (10/6/1998)	75/047,197
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,192,520 (9/29/1998)	75/047,195
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,092,615 (9/2/1997)	75/047,194
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,133,136 (1/27/1998)	75/047,192
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,003,313 (9/24/1996)	75/047,190
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,072,655 (6/17/1997)	75/003,725
SELECT BRAND	Stephen L. Lafrance Pharmacy, Inc.	2,004,845 (10/1/1996)	74/556,954
USA DRUG & BEAUTY MARKET (and Design)	Stephen L. Lafrance Pharmacy, Inc.	1,659,074 (10/1/1991)	73/780,735
USA DRUG	Stephen L. Lafrance Pharmacy, Inc.		75/573,253 (10/19/1998)
USA DRUG	Stephen L. Lafrance Pharmacy, Inc.		75/573,254 (10/19/1998)
USA DRUG EXPRESS	Stephen L. Lafrance Pharmacy, Inc.		75/573,252 (10/19/98)
USA DRUG EXPRESS	Stephen L. Lafrance Pharmacy, Inc.		75/573,103 (10/19/1998)

SUPER D	Super D Drugs Acquisition Co.	2,329,049 (3/14/2000)	75/649,201
SUPER D EXPRESS RX (and Design)	Super D Drugs Acquisition Co.	2,109,328 (10/28/1997)	74/400,502
SUPER D EXPRESS RX (design with no symbol)	Super D Drugs Acquisition Co.	2,105,625 (10/14/1997)	74/400,501
SUPER D EXPRESS RX	Super D Drugs Acquisition Co.	2,099,670 (9/23/1997)	74/395,278
SUPER D DISCOUNT DRUGS (and Design)	Super D Drugs Acquisition Co.	1,139,324 (9/2/1980)	72/373,343
SUPER D	Super D Drugs Acquisition Co.	1,139,322 (9/2/1980)	72/371,919
SUPER D	Super D Drugs Acquisition Co.	1,139,321 (9/2/1980)	72/320,971
PAYRITE	Super D Drugs Acquisition Co.	895,697 (7/28/1970)	72/339,957
IKE'S	Super D Drugs Acquisition Co.	1,322,678 (2/26/1985)	73/470,151
AMERICA'S LOW PRICE DRUG STORE	Stephen L. LaFrance Holdings, Inc.		75/709,393
AMERICA'S LOW PRICE DRUG STORE!	Stephen L. LaFrance Holdings, Inc.		75/678,448
ELEPHANT DESIGN	Super D Drugs Acquisition Co.	1,505,317 (9/20/1988)	73/692,053

TRADEMARK

REEL: 002261 FRAME: 0838

RECORDED: 05/08/2003

TRADEMARK

REEL: 002653 FRAME: 0336