

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet Retail Group, Inc.	Fleet Retail Finance Inc.	07/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Duane Reade
Street Address:	440 Ninth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	PARTNERSHIP: NEW YORK

Name:	Duane Reade Inc.
Street Address:	440 Ninth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: DELAWARE

Name:	DRI I Inc.
Street Address:	440 Ninth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: DELAWARE

Name:	Duane Reade International, Inc.
Street Address:	440 Ninth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: DELAWARE

TRADEMARK

OP \$315.00 1099871

Name:	Duane Reade Realty, Inc.
Street Address:	440 Ninth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1099871	DR
Registration Number:	1106451	DUANE READE
Registration Number:	1106961	DR
Registration Number:	1092555	DUANE READE
Registration Number:	1099209	DR
Registration Number:	1105420	DUANE READE
Registration Number:	1163199	ROCKBOTTOM
Registration Number:	1500884	ROCKBOTTOM
Serial Number:	78126148	APT. 5 COLOR FOR THE CITY
Serial Number:	78126135	APT. 5
Serial Number:	78126129	COLOR FOR THE CITY
Serial Number:	78035616	SELFTEST

CORRESPONDENCE DATA

Fax Number: (212)859-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.859.8000
Email: craig.brody@friedfrank.com
Correspondent Name: Craig J. Brody
Address Line 1: Fried Frank et al. LLP
Address Line 2: One New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	30029-22
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NAME OF SUBMITTER:	Craig J. Brody
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Total Attachments: 8
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SECURITY INTEREST TERMINATION

WHEREAS, Duane Reade, Duane Reade Inc., DRI I Inc., Duane Reade Realty, Inc. and Duane Reade International, Inc. (individually, a "Grantor" and collectively, the "Grantors"), granted a security interest to Fleet Retail Group, Inc. (f/k/a by change of name Fleet Retail Finance Inc.), as collateral agent (in such capacity, the "Collateral Agent") in Grantors' IP Collateral, as that term is defined in, and pursuant to, a certain Intellectual Property Security Agreement dated as of July 21, 2003 (the "Agreement"), which was filed at the United States Patent and Trademark Office on July 31, 2003 and recorded on Reel 002693 and beginning on Frame 0023; and

WHEREAS, the security interests of the Collateral Agent in the Intellectual Property pursuant to the Agreement have been terminated.

NOW, THEREFORE, the Collateral Agent releases its security interest in, and reassigns to the Grantors, any and all interest it has, if any, in, the IP Collateral, including, but not limited to, the Trademarks, Trademark Licenses, Patents and Patent Licenses (as those terms are defined in the Agreement) listed on Schedule A attached hereto and declares as null and void all liens, security interests, and other claims, including any claim of ownership, of Collateral Agent with respect to the IP Collateral arising from the Agreement. The Collateral Agent agrees that, upon the request of the Grantors, and at the expense of the Grantors, the Collateral Agent will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the Grantors to effectuate the release of security interest contemplated herein.

IN WITNESS WHEREOF, the Collateral Agent and the Grantors have caused this Security Interest Termination to be executed as of this 30th day of July, 2004.

FLEET RETAIL GROUP, INC., as
Collateral Agent

By:  _____

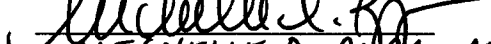
Name: Mark Forti

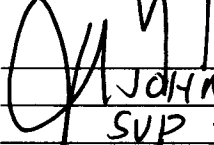
Title: Managing Director

GRANTORS:


DUANE READE

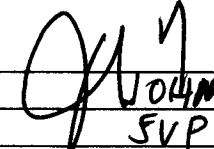
By: DUANE READE INC., its General Partner

By: 
Name: MICHELLE D. BERGMAN
Title: VICE PRESIDENT


By: 
Name: JOHN HENRY
Title: SVP + CFO

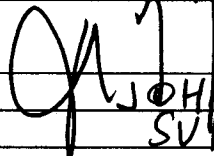
By: DRI INC., its General Partner

By: 
Name: MICHELLE D. BERGMAN
Title: VICE PRESIDENT

By: 
Name: JOHN HENRY
Title: SVP & CFO

DUANE READE INC.

By: 
Name: MICHELLE D. BERGMAN
Title: VICE PRESIDENT

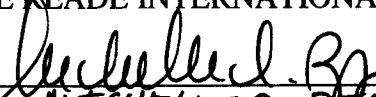
By: 
Name: JOHN HENRY
Title: SVP & CFO

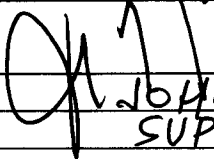
DRI INC.

By: 
Name: MICHELLE D. BERGMAN
Title: VICE PRESIDENT

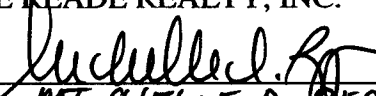
By: 
Name: JOHN HENRY
Title: SVP & CFO

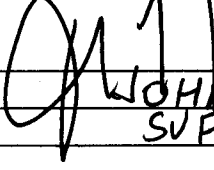
DUANE READE INTERNATIONAL, INC.

By: 
Name: MICHELLE D. BERGMAN
Title: VICE PRESIDENT

By: 
Name: JOHN HENRY
Title: SUP + CFO

DUANE READE REALTY, INC.

By: 
Name: MICHELLE D. BERGMAN
Title: VICE PRESIDENT

By: 
Name: JOHN HENRY
Title: SUP + CFO

COMMONWEALTH OF MASSACHUSETTS, SS
COUNTY OF SUFFOLK

Then personally appeared before me the above-named Mark Forti of Fleet National Bank and acknowledged the foregoing to be his free act and deed and the free act and deed of Fleet National Bank this 30th day of July, 2004.

Malgoria Criden
Notary Public:
My commission expires:

STATE OF NEW YORK
_____, SS
COUNTY OF NEW YORK

Then personally appeared before me the above-named Michelle D. Berman the Vice President of each of Duane Reade, Inc., DRI I, Inc., Duane Reade Realty, Inc., and Duane Reade International, Inc., and acknowledged the foregoing to be his/her free act and deed and the free act and deed of each of Duane Reade, Inc., DRI I, Inc., Duane Reade Realty, Inc., and Duane Reade International, Inc. this ___ day of _____, 2004.

Notary Public:
My commission expires:

BINYOMIN KAPLAN
NOTARY PUBLIC, State Of New York
No. 02KA6054207
Qualified in Richmond County
Commission Expires Jan. 29, ~~2007~~ 2007

STATE OF NEW YORK
_____, SS
COUNTY OF NEW YORK

Then personally appeared before me the above-named JOHN HENRY, the SVP + CFO of each of Duane Reade, Inc., DRI I, Inc., Duane Reade Realty, Inc., and Duane Reade International, Inc. and acknowledged the foregoing to be his/her free act and deed and the free act and deed of each of Duane Reade, Inc., DRI I, Inc., Duane Reade Realty, Inc., and Duane Reade International, Inc. this ___ day of _____, 2004.

Notary Public:
My commission expires:

BINYOMIN KAPLAN
NOTARY PUBLIC, State Of New York
No. 02KA6054207
Qualified in Richmond County
Commission Expires Jan. 29, ~~2007~~ 2007

SCHEDULE A

Patents

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
Duane Reade	“Virtual Pharmacy Kiosk System”	60/397,604		July 23, 2002

Trademarks

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
Duane Reade International, Inc.	DR (stylized)	United States	1099871	08/15/78
Duane Reade International, Inc.	Duane Reade	United States	1106451	11/21/78
Duane Reade International, Inc.	DR (stylized)	United States	1106961	11/28/78
Duane Reade International, Inc.	Duane Reade	United States	1092555	05/30/78
Duane Reade International, Inc.	DR (stylized)	United States	1099209	08/15/78
Duane Reade International, Inc.	Duane Reade	United States	1105420	11/07/78

Duane Reade International, Inc.	Rockbottom	United States	1163199	07/28/81
Duane Reade International, Inc.	Rockbottom	United States	1500884	08/16/88
Duane Reade International, Inc.	Apt.5 Color for the City and design	United States	78/126,148 (ITU)	05/03/02
Duane Reade International, Inc.	Apt.5	United States	78/126,135 (ITU)	05/03/02
Duane Reade International, Inc.	Color for the City	United States	78/126,129 (ITU)	05/03/02
Duane Reade	Selftest	United States	78/035,616 (ITU)	11/16/00

Trademark Licenses

Royalty and License Agreement, dated as of August 22, 1999, by and between Duane Reade International, Inc. (as Licensor) and Duane Reade (as Licensee).

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