

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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):  
**Super D Drugs Acquisition Co.**

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

Other:

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

3. Nature of conveyance:

- Assignment                       Merger
- Security Agreement               Change of Name

Other **Corrective recorded on Reel 2261, Frame 0794 to correct the conveying party**

Execution Date: **February 21, 2001**

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

<b>1139321</b>	<b>1139322</b>	<b>1139324</b>	<b>1322678</b>
<b>1505317</b>	<b>2099670</b>	<b>2105625</b>	<b>2329049</b>

Additional number(s) attached  Yes  No

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: ..... **8**

7. Total fee (37 CFR 3.41)..... \$ **(215.00)**

Enclosed

Authorized to be charged to deposit account (but appears that correction is needed due to USPTO error, thus should be no charge)

8. Deposit account number:

**502214 (Our Ref.: 007178/0217990)**  
In case charge is deemed necessary

(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**

Name of Person Signing



Signature

**August 9, 2004**

Date

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

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

CH \$215.00 502214 1139321

FORM PTO-1618A  
Superseded by  
OMB 0651-0027

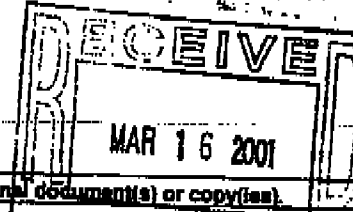
04-02-2001



101654829

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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



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

Name Stephen L. Lafrance Pharmacy, Inc.

Execution Date  
Month Day Year  
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

City

Idaho

State/Country

USA

83706

Zip Code

- 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

04/02/2001 8TON11 00000162 2077250

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
825.00 CP

Public burden reporting for the 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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. 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

TRADEMARK  
REEL: 002261 FRAME: 0794

TRADEMARK  
REEL: 002985 FRAME: 0966

FORM PTO-1618B  
Expires 06/30/09  
OMB 0651-0027

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

**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="2062824"/>	<input type="text" value="1924946"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1682671"/>	<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.

AMRESO Commercial Finance, Inc.  
Dale Corder, Vice President

2/28/2001

Name of Person Signing  Signature  Date Signed

**TRADEMARK**  
REEL: 002261 FRAME: 0795

**TRADEMARK**  
REEL: 002985 FRAME: 0967

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

FORM PTO-1615C  
Expires 06/30/00  
OMB 0651-0027

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

### Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
02/21/2001

Name Super D Drugs Acquisition Co.

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship State of Incorporation/Organization Delaware

### Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Wells Fargo Bank Minnesota, N.A., as custodian or trustee

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) MAC N9311-161

Address (line 2) Sixth Street and Marquette Avenue

Address (line 3) Minneapolis Minnesota USA 55479  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

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)

Other National Banking Association

Citizenship/State of Incorporation/Organization United States

### 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)

<u>75/573253</u>	<u>75/573254</u>	<u>75/573252</u>
<u>75/573103</u>	<u>75/709393</u>	<u>75/678448</u>

#### Registration Number(s)

<u>2003314</u>	<u>2194033</u>	<u>2192520</u>
<u>2092615</u>	<u>2133136</u>	<u>2003313</u>
<u>2072655</u>	<u>2004845</u>	<u>1659074</u>
<u>2329049</u>	<u>2109328</u>	<u>2105625</u>
<u>2099670</u>	<u>1139324</u>	<u>1139322</u>
<u>1139321</u>	<u>895697</u>	<u>1322678</u>
<u>1505317</u>		

TRADEMARK  
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FORM PTO-1618C  
Expires 06/30/98  
OMB 0651-0027

### CONTINUATION TRADEMARKS ONLY

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

#### Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Stephen L. Lafrance Holdings, Inc.

02/21/2001

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization Delaware

#### Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

TRADEMARK

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)

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)


TRADEMARK  
REEL: 002264 FRAME: 0797

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REEL: 002985 FRAME: 0969

**BORROWER: 006465**

**PLEDGE AND SECURITY AGREEMENT  
ACLC 2001-1 SBL PROGRAM**

made 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, as Borrower**

in favor of

**AMRESKO COMMERCIAL FINANCE, INC.,  
as Secured Party**

**TRADEMARK  
REEL: 002261 FRAME: 0798**

**TRADEMARK  
REEL: 002985 FRAME: 0970**

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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## 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 1 and is duly authorized to do business in, and is in good standing in each jurisdiction where the Business or the Proper ; 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,

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REEL: 002985 FRAME: 0972



## 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.	2,043,198 (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)

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

**TRADEMARK**  
**REEL: 002261 FRAME: 0838**

**RECORDED: 12/02/2004**

**TRADEMARK**  
**REEL: 002985 FRAME: 0974**