

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Duane Reade		12/20/2004	PARTNERSHIP: NEW YORK
Duane Reade Inc.		12/20/2004	CORPORATION: DELAWARE
DRI I Inc.		12/20/2004	CORPORATION: DELAWARE
Duane Reade International, Inc.		12/20/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	US Bank National Association
Street Address:	225 Asylum Street
Internal Address:	23rd Floor
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2849822	APT. 5
Registration Number:	2854831	COLOR FOR THE CITY
Registration Number:	1106961	DR
Registration Number:	1099209	DR
Registration Number:	1099871	DR
Registration Number:	1105420	DUANE READE
Registration Number:	1092555	DUANE READE
Registration Number:	1106451	DUANE READE
Registration Number:	1163199	ROCKBOTTOM
Registration Number:	1500884	ROCKBOTTOM
Registration Number:	1531428	LOVE STORES

OP \$365.00 2849822

Serial Number:	78453378	MAYFAIR CHEMISTS
Serial Number:	78404849	FIFTH AVENUE PREFERRED
Serial Number:	78420092	CHRISTMAS IN NEW YORK

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: brodycr@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

NAME OF SUBMITTER:	Craig J. Brody
Signature:	/cjb/
Date:	01/21/2005

Total Attachments: 7
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**Amended and Restated Grant of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Duane Reade, a New York general partnership, Duane Reade Inc., a Delaware corporation, DRI I Inc., a Delaware corporation, and Duane Reade International, Inc., a Delaware corporation (each a "Grantor"), each with offices at 440 Ninth Avenue, New York, New York, 10001, each hereby confirm the continuing grant, and to the extent not already created, each grant to US Bank National Association (as successor to Bank of America N.A.), as Collateral Agent, and all successors and permitted assigns of the Collateral Agent (the "Grantee"), with offices at 225 Asylum Street, 23rd Floor, Hartford, CT 06103, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (b) each Patent License, including each Patent License listed on Schedule A hereto;
- (c) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (d) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (e) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.


THIS SECURITY INTEREST has been granted in conjunction with and in continuation of the security interests granted to the Grantee pursuant to the Security Agreement, dated July 30, 2004, as amended by the Amended and Restated Security Agreement among the Grantor, the Grantee and certain other parties dated as of December, 20 2004 (the "Effective Date"), as such documents may be amended, modified or supplemented from time to time (the "Amended and Restated Security Agreement").

The rights and remedies of the Grantee with respect to the security interest described herein are without prejudice to, and are in addition to those set forth in the Amended and Restated Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Amended and Restated Grant of Security Interest are deemed to conflict with the Amended and Restated Security Agreement, the provisions of the Amended and Restated Security Agreement shall govern.

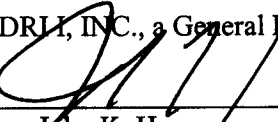
IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Grant of Security Interest effective as of the Effective Date.

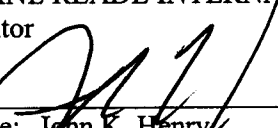
DUANE READE, A NEW YORK GENERAL PARTNERSHIP, as Grantor

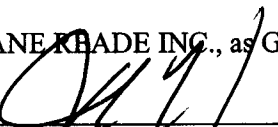
US BANK NATIONAL ASSOCIATION, as Collateral Agent, as Grantee

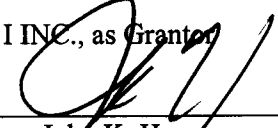
By: DUANE READE, INC., a General Partner
By: 
Name: John K. Henry
Title: Senior Vice President and Chief Financial Officer

By: _____
Name:
Title:

By: DRI I, INC., a General Partner
By: 
Name: John K. Henry
Title: Chief Financial Officer

DUANE READE INTERNATIONAL, INC., as Grantor
By: 
Name: John K. Henry
Title: Senior Vice President and Chief Financial Officer

DUANE READE INC., as Grantor
By: 
Name: John K. Henry
Title: Senior Vice President and Chief Financial Officer

DRI I INC., as Grantor
By: 
Name: John K. Henry
Title: Chief Financial Officer

STATE OF NEW YORK

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 20 day of December, 2004 by John K. Henry, in the capacities indicated in the signature page hereto of Duane Reade, a Grantor and a New York general partnership, and of the remaining Grantors, each a Delaware corporation, on behalf of the Grantors.

My commission expires: 7/15/06

Notarial Seal

Keith D. Sheppard
Notary Public

Keith D. Sheppard
NOTARY PUBLIC, State of New York
No. 01SH6077557
Qualified in Nassau County
Commission Expires July 15, 2006

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Grant of Security Interest effective as of the Effective Date.

DUANE READE, A NEW YORK GENERAL PARTNERSHIP, as Grantor

By: DUANE READE, INC., a General Partner

By: _____
Name: John K. Henry
Title: Senior Vice President and Chief Financial Officer

By: DRI I, INC., a General Partner

By: _____
Name: John K. Henry
Title: Chief Financial Officer

DUANE READE INTERNATIONAL, INC., as Grantor

By: _____
Name: John K. Henry
Title: Senior Vice President and Chief Financial Officer

DUANE READE INC., as Grantor

By: _____
Name: John K. Henry
Title: Senior Vice President and Chief Financial Officer

DRI I INC., as Grantor

By: _____
Name: John K. Henry
Title: Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent, as Grantee

By: EL Hammer
Name: ELIZABETH C. HAMMER
Title: VICE PRESIDENT

**Schedule A to Patent and Trademark
Amended and Restated Grant of Security Interest**

PATENTS AND PATENT APPLICATIONS

Patent Number	Date	Inventor	Country	Assignor
60/397,604	7/23/03	Virtual Pharmacy Kiosk System	U.S.	Duane Reade International, Inc.

PATENT LICENSES

Licensor	Licensee	Patent Number(s)	Date
None			

TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Country</u>	<u>Registration No.</u>	<u>Issue Date</u>
APT.5	DUANE READE INTERNATIONAL, INC.	US	2,849,822	6/1/04
COLOR FOR THE CITY	DUANE READE INTERNATIONAL, INC.	US	2,854,831	6/15/04
DR (STYLIZED)	DUANE READE INTERNATIONAL, INC.	US	1,106,961	11/28/78
DR (STYLIZED)	DUANE READE INTERNATIONAL, INC.	US	1,099,209	8/15/78
DR (STYLIZED)	DUANE READE INTERNATIONAL, INC.	US	1,099,871	8/15/78
DUANE READE	DUANE READE INTERNATIONAL, INC.	US	1,105,420	11/7/78
DUANE READE	DUANE READE INTERNATIONAL, INC.	US	1,092,555	5/30/78
DUANE READE	DUANE READE INTERNATIONAL, INC.	US	1,106,451	11/21/78
ROCKBOTTOM	DUANE READE INTERNATIONAL, INC.	US	1,163,199	7/28/81
ROCKBOTTOM (AND DESIGN)	DUANE READE INTERNATIONAL, INC.	US	1,500,884	8/16/88
LOVE STORES	DUANE READE	US	1,531,428	3/21/89

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
MAYFAIR CHEMISTS	DUANE READE INTERNATIONAL, INC.	US	78/453,378	7/20/04
FIFTH AVENUE PREFERRED	DUANE READE INTERNATIONAL, INC.	US	78/404,849	4/20/04
CHRISTMAS IN NEW YORK	DUANE READE INTERNATIONAL, INC.	US	78/420,092	5/17/04

TRADEMARK LICENSES

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