

07-12-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/20)

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



103272095

FILE TO MAIL

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents on the new address(es) below.

7-10-06

1. Name of conveying party(ies):

AMRESCO Commercial Finance, LLC, a Delaware limited liability company, successor-by-merger to AMRESCO Commercial Finance, Inc., a Nevada corporation

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company - Delaware

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Stephen L. LaFrance Pharmacy, Inc.

Internal Address: \_\_\_\_\_

Address: 3017 N. Midland Drive

Street Address: 3017 N. Midland Drive

City: Pine Bluff

State: Arkansas

Country: USA Zip: 71603

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Arkansas

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) November 1, 2005

- Assignment
- Security Agreement
- Other Termination of Security Interest
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,139,321; 0,895,697; 1,139,322; 1,139,324 (see attached sheet for additional trademarks).

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See attached sheets.

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

Name: Jackie Cox

Internal Address: 412 E. ParkCenter Blvd., Suite 300

Street Address: 412 E. ParkCenter Blvd., Suite 300

City: Boise

State: Idaho Zip: 83706

Phone Number: (208) 333-2001

Fax Number: (208) 333-2601

Email Address: jcox@amresco.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 840.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

00000143 1139321  
40.00 DP  
800.00 DP

9. Signature:

*Matt Moore*

Signature

7-6-06

Date

Matt Moore, President of AMRESCO Commercial Finance, LLC

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/11/2006 NJAW1  
01 FC 8321  
02 FC 8522

TRADEMARK  
REEL: 003358 FRAME: 0810

**Box 2. Name and address of receiving party(ies), continued:**

Stephen L. LaFrance Holdings, Inc., a Delaware corporation  
3017 N. Midland Drive, Pine Bluff, Arkansas 71603

Super D Drugs Acquisition Co., a Delaware corporation  
3017 N. Midland Drive, Pine Bluff, Arkansas 71603

**Box 4.b. Trademark Registration No.(s), continued:**

1,322,678; 1,505,317; 1,659,074; 1,682,571; 2,099,670; 2,105,625; 2,109,328; 1,924,946;  
2,004,845; 2,072,655; 2,003,313; 2,062,824; 2,133,136; 2,074,525; 2,092,615; 2,192,520;  
2,074,526; 2,194,033; 2,003,314; 2,043,198; 2,040,356; 2,077,250; 2,713,722; 2,702,797;  
2,769,407; 2,769,408; 2,329,049; 2,587,074; 2,593,128

**Box 4.C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Reel/Frame</b>
SUPER D	1,139,321	09/02/1980	2261/0794; 2985/0965; 3025/0182
PAYRITE	0,895,697	07/28/1970	2261/0794
SUPER D	1,139,322	09/02/1980	2261/0794; 2985/0965; 3025/0182
SUPER D DISCOUNT DRUGS (and Design)	1,139,324	09/02/1980	2261/0794; 2985/0965; 3025/0182
IKE'S	1,322,678	02/26/1985	2261/0794; 2985/0965; 3025/0182
[MARK DRAWING CODE (2): ELEPHANT DESIGN]	1,505,317	09/20/1988	2261/0794; 2985/0965; 3025/0182
USA DRUG & BEAUTY MARKET	1,659,074	10/01/1991	2261/0794
SELECT BRAND THE LOWER PRICE NAME BRAND (and design)	1,682,571	04/14/1992	2261/0794
SUPER D EXPRESS RX	2,099,670	09/23/1997	2261/0794; 2985/0965; 3025/0182
SUPER D EXPRESS RX (stylized)	2,105,625	10/14/1997	2261/0794; 2985/0965; 3025/0182
SUPER D EXPRESS R	2,109,328	10/28/1997	2261/0794
SELECT BRAND	1,924,946	10/10/1995	2261/0794
SELECT BRAND	2,004,845	10/01/1996	2261/0794
SELECT BRAND	2,072,655	06/17/1997	2261/0794
SELECT BRAND	2,003,313	09/24/1996	2261/0794

<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Reel/Frame</b>
SELECT BRAND	2,062,824	05/20/1997	2261/0794
SELECT BRAND	2,133,136	01/27/1998	2261/0794
SELECT BRAND	2,074,525	06/24/1997	2261/0794
SELECT BRAND	2,092,615	09/02/1997	2261/0794
SELECT BRAND	2,192,520	09/29/1998	2261/0794
SELECT BRAND	2,074,526	06/24/1997	2261/0794
SELECT BRAND	2,194,033	10/06/1998	2261/0794
SELECT BRAND	2,003,314	09/24/1996	2261/0794
SELECT BRAND	2,043,198	03/11/1997	2261/0794
SELECT BRAND	2,040,356	02/25/1997	2261/0794
SELECT BRAND	2,077,250	07/08/1997	2261/0794
USA DRUG EXPRESS (and Design, color)	2,713,722	05/06/2003	2261/0794
USA DRUG EXPRESS (and Design, color)	2,702,797	04/01/2003	2261/0794
USA DRUG (and Design, color)	2,769,407	09/30/2003	2261/0794
USA DRUG (and Design, color)	2,769,408	09/30/2003	2261/0794
SUPER D	2,329,049	03/14/2000	2261/0794; 2985/0965; 3025/0182
USA DRUG AMERICA'S LOW PRICE DRUG STORE (and Design)	2,587,074	07/02/2002	2261/0794; 2653/0325
AMERICA'S LOW PRICE DRUG STORE	2,593,128	07/09/2002	2261/0794; 2653/0325

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated effective as of November 1, 2005, from **AMRESKO Commercial Finance, LLC**, a Delaware limited liability company, successor-by-merger to AMRESKO Commercial Finance, Inc., a Nevada corporation ("AMRESKO") to **Stephen L. LaFrance Holdings, Inc.**, a Delaware corporation ("Holdings"); **Stephen L. LaFrance Pharmacy, Inc.**, an Arkansas corporation ("Pharmacy"); **Super D Drugs Acquisition Co.**, a Delaware corporation ("Super D Acquisition"); and **USA/Super D Franchising, Inc.**, a Delaware corporation ("Super D Franchising") (Holdings, Pharmacy, Super D Acquisition and Super D Franchising are collectively referred to herein as "Company").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement dated as of February 28, 2001, in favor of AMRESKO (the "Security Agreement"), a security interest was granted by the Company to AMRESKO in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, a Memorandum of Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 16, 2001 at Reel 2261, Frame 0794, and was subsequently corrected, amended and/or assigned on May 8, 2003 at Reel 2653, Frame 0325, on December 2, 2004 at Reel 2985, Frame 0965, and on August 11, 2004 at Reel 3025, Frame 0182; and

WHEREAS, AMRESKO now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this termination and release, AMRESKO hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.

2. Release of Security Interest. AMRESKO hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of AMRESKO in such Trademark Collateral shall hereby cease and become void.

3. Representations and Warranties. AMRESKO represents and warrants that: (i) it has the full power and authority to execute this termination and release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any Security Interest it has against the Trademark Collateral.

4. Further Assurances. AMRESKO hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this termination and release by its duly authorized officer as of the date first above written.

AMRESKO COMMERCIAL FINANCE, LLC,  
a Delaware limited liability company

By:   
\_\_\_\_\_

Matt Moore, President

**Schedule A****U.S. Trademark Registrations**

<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Reel/Frame</b>
SUPER D	1,139,321	09/02/1980	2261/0794; 2985/0965; 3025/0182
PAYRITE	0,895,697	07/28/1970	2261/0794
SUPER D	1,139,322	09/02/1980	2261/0794; 2985/0965; 3025/0182
SUPER D DISCOUNT DRUGS (and Design)	1,139,324	09/02/1980	2261/0794; 2985/0965; 3025/0182
IKE'S	1,322,678	02/26/1985	2261/0794; 2985/0965; 3025/0182
[MARK DRAWING CODE (2): ELEPHANT DESIGN]	1,505,317	09/20/1988	2261/0794; 2985/0965; 3025/0182
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SELECT BRAND THE LOWER PRICE NAME BRAND (and design)	1,682,571	04/14/1992	2261/0794
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SUPER D EXPRESS R	2,109,328	10/28/1997	2261/0794
SELECT BRAND	1,924,946	10/10/1995	2261/0794
SELECT BRAND	2,004,845	10/01/1996	2261/0794
SELECT BRAND	2,072,655	06/17/1997	2261/0794



<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Reel/Frame</b>
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SELECT BRAND	2,062,824	05/20/1997	2261/0794
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SELECT BRAND	2,040,356	02/25/1997	2261/0794
SELECT BRAND	2,077,250	07/08/1997	2261/0794
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USA DRUG EXPRESS (and Design, color)	2,702,797	04/01/2003	2261/0794
USA DRUG (and Design, color)	2,769,407	09/30/2003	2261/0794
USA DRUG (and Design, color)	2,769,408	09/30/2003	2261/0794
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AMERICA'S LOW PRICE DRUG STORE	2,593,128	07/09/2002	2261/0794; 2653/0325