

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kinney Drugs, Inc.		04/17/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	401 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3231493	E-Z STOP	
CORRESPONDENCE DATA			
Fax Number:	(404)541-3160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6500		
Email:	mcogburn@kilpatrickstockton.com		
Correspondent Name:	Angela F. Ramson, Kilpatrick Stockton		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	G2370-354644		
NAME OF SUBMITTER:	Margaret A. Cogburn		
Signature:	/Margaret A. Cogburn/		
Date:	04/23/2008		

OP \$40.00 3231493

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of April 17, 2008, is entered into by and among **KINNEY DRUGS, INC.**, a New York corporation (“**Borrower**”), any subsidiaries of Borrower who may hereafter become party hereto from time to time (collectively, “**Subsidiaries**”; together with Borrower, the “**Grantors**”), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation (“**GE Capital**”), acting in its capacity as the Agent for the Lenders described below and with offices at 401 Merritt 7, Norwalk, Connecticut 06851 (the “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, among Borrower, the other Credit Parties signatory thereto, the Lenders signatory thereto from time to time, and Agent, (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), Lenders have, subject to certain terms and conditions set forth therein, agreed to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement (the “**L/C Obligations**”) on behalf of Borrower; and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur L/C Obligations as provided for in the Credit Agreement, Grantors have agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. All other terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for in the Uniform Commercial Code (the “**Code**”) to the extent the same are used or defined therein.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent, for itself and the benefit of the Lenders, a Lien upon all of the right, title and interest of such Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, with respect to each Grantor, the “**Intellectual Property Collateral**”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **Representations and Warranties.** Each Grantor represents and warrants to the Agent and the Lenders that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the recording hereof with the United States Copyright Office and the United States Patent and Trademark Office, perfected Liens in favor of Agent (for the benefit of itself and the Lenders) on each Grantor's Patents, Trademarks and Copyrights and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from any Grantor, except as such enforceability may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity. Upon recording of this Agreement with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement (the "**Security Agreement**") of even date herewith by and among Borrower, the Lenders and Agent, all action necessary or desirable to protect and perfect Agent's Lien on each Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

4. **Covenants.** Each Grantor covenants and agrees with the Agent that from and after the date of this Agreement and until the Termination Date:

(a) Grantors shall notify Agent immediately if any Grantor knows or has reason to know that any application or registration relating to any Patent,

Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Agent prior written notice thereof and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to the Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Grantors shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify the Agent promptly after Grantor learns thereof and, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Agent shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Security Agreement.** The security interests granted by each Grantor pursuant to this Agreement are granted in conjunction with the security interest granted by each Grantor to Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Each Grantor and Agent expressly agree that the security interests granted under this Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Agent or any other Secured Creditor of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail. All proceeds of the Agent's exercise of its rights and remedies hereunder or under the Security Agreement or applicable law

with respect to all or any of the Intellectual Property Collateral shall be applied in accordance with the terms of the Credit Agreement. The Agent may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

6. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination.** Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date. Upon any such termination of the Liens created hereunder upon the Termination Date, or any such release of Intellectual Property Collateral prior to the Termination Date, the Agent will, at the expense of the Grantors, promptly execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the termination of the Liens created hereby or the release of such Intellectual Property Collateral, as the case may be.

9. **GOVERNING LAW.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. EACH GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE GRANTORS, AGENT AND LENDERS PERTAINING TO THIS

AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED, THAT AGENT, LENDERS AND THE GRANTORS ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY AND; PROVIDED, FURTHER THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF AGENT. EACH GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH GRANTOR HEREBY WAIVES ANY OBJECTION THAT SUCH GRANTOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH GRANTOR AT THE ADDRESS SET FORTH IN ANNEX I OF THE CREDIT AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF SUCH GRANTOR'S ACTUAL RECEIPT THEREOF OR FIVE (5) DAYS AFTER DEPOSIT IN THE UNITED STATES MAELS, PROPER POSTAGE PREPAID.

10. **Concerning the Agent.** The provisions of the Credit Agreement shall inure to the benefit of the Agent in respect of this Agreement and shall be binding upon the parties hereto and thereto in such respect.

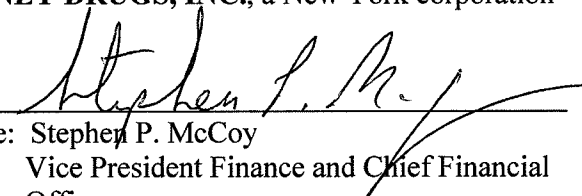
11. **Appointment of Co-Agents.** At any time or times, in order to comply with any legal requirement in any jurisdiction, the Agent may appoint another bank or trust company or one or more other persons, either to act as co-agent or co-agents, jointly with the Agent, or to act as separate agent or agents on behalf of the Lenders with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment (which may, in the discretion of the Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions referred to in Section 10).

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

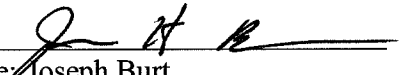
GRANTOR:

KINNEY DRUGS, INC., a New York corporation

By: 
Name: Stephen P. McCoy
Title: Vice President Finance and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Joseph Burt
Title: Duly Authorized Signatory

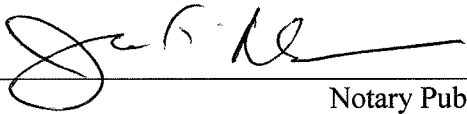
SIGNATURE PAGE
INTELLECTUAL PROPERTY AGREEMENT

TRADEMARK
REEL: 003764 FRAME: 0699

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.:
COUNTY OF ONONDAGA)

On the 10th day of April in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

JOSEPH T. MANCUSO
Notary Public, State of New York
Qual. in Onon. Co., No. 02MA6004179
My Commission Expires Mar. 16, 2010

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

[Grantors to confirm]

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
E-Z STOP	3,231,493	April 17, 2007

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

[Grantors to confirm]

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.