

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE CIT GROUP/BUSINESS CREDIT, INC., resigning Collateral Agent		07/24/2009	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GENERAL ELECTRIC CAPITAL CORPORATION, Successor Agent		
<b>Street Address:</b>	201 Merritt 7, 3rd Floor		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06856		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75487007	THE SMARTER BRAND TO BUY	
<b>Registration Number:</b>	2433156	SR. SILVER REWARDS	
<b>Registration Number:</b>	2431100	SR. SILVER REWARDS	
<b>Registration Number:</b>	2330992	\$MART DOLLAR	
<b>Registration Number:</b>	2320446	KERR DRUG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-815-2231		
<b>Email:</b>	carolfraser@paulhastings.com		
<b>Correspondent Name:</b>	Carol Fraser, Corporate Paralegal		
<b>Address Line 1:</b>	600 Peachtree Street, N.E., Suite 2400		
<b>Address Line 2:</b>	Paul Hastings Janofsky & Walker LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		

CH \$140.00 75487007

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	08/26/2009
Total Attachments: 4 source=CIT Assignment#page1.tif source=CIT Assignment#page2.tif source=CIT Assignment#page3.tif source=CIT Assignment#page4.tif	

## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this "Assignment") is executed as of July 24, 2009 ("Assignment Effective Date"), by **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation ("CIT"), in its capacity as the resigning collateral agent immediately prior to the effectiveness of the below-defined Resignation Agreement (in such capacity, the "Resigning Agent") in favor of Successor Agent (as defined below). Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the Credit Agreement referred to below.

### WITNESSETH:

**WHEREAS**, Kerr Drug, Inc., a Delaware corporation ("Parent"), Kerr Health Care Services, LLC, a North Carolina limited liability company ("Kerr Health" and together with Parent, each a "Borrower" and collectively, "Borrowers"), the lenders party thereto from time to time (the "Lenders"), General Electric Capital Corporation, a Delaware corporation (in its individual capacity, "GE Capital"), for itself, as Lender, and as Co-Lead Arranger, Co-Agent, Collateral Agent and Documentation Agent for the Lenders, and CIT, for itself, as Lender, and as Co-Lead-Arranger, Co-Agent, Collateral Agent and Administrative Agent for the Lenders, entered into that certain Amended and Restated Credit Agreement, dated as of July 23, 2004 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), which amended and restated that certain Credit Agreement dated as of June 27, 2002, by and among the Borrowers, the Lenders, the Co-Lead Arrangers, Co-Agents, Collateral Agents and Documentation Agents;

**WHEREAS**, Parent and the Collateral Agents entered into that certain Security Agreement, dated as of June 27, 2002 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement");

**WHEREAS**, Parent and the Collateral Agents entered into that certain Trademark Security Agreement, dated as of June 27, 2002 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), which the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on July 11, 2002 as Reel/Frame Number 002543/0288, and which was amended by that certain First Amendment and Reaffirmation to Trademark Security Agreement, dated as of June 23, 2004 (the "First Amendment to Trademark Security Agreement"), among Parent and the Collateral Agent, which the First Amendment to Trademark Security Agreement was recorded with the USPTO on July 14, 2004 as Reel/Frame Number 003009/0411;

**WHEREAS**, the Resigning Agent and the Successor Agent are parties to that certain Resignation and Appointment of Administrative Agent and Assignment Agreement, dated as of July 24, 2009 (the "Resignation Agreement"), pursuant to which the Resigning Agent has resigned as administrative agent, collateral agent, documentation agent, and co-agent for the Lenders and the Lenders have appointed GE Capital as successor administrative agent, collateral agent, documentation agent, and sole agent for the Lenders (the "Successor Agent"); and

**WHEREAS**, in connection with the resignation of the Resigning Agent, the Successor Agent has requested that the Resigning Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Trademark Security Agreement to the Successor Agent;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. The Resigning Agent, for good and adequate consideration described in the Resignation Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Assignment Effective Date to the Successor Agent, for itself as Lender and as Collateral Agent, all of the rights, title and interest of the Resigning Agent in, to and under the Trademark Security Agreement.

2. Further Assurances. The Resigning Agent agrees to cooperate with the Successor Agent, at the sole cost and expense of the Credit Parties, and take all actions reasonably requested by the Successor Agent in order to fully carry out the terms of this Assignment or to permit the Successor Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. The Credit Parties shall pay all costs and expenses of the Resigning Agent and the Successor Agent, including the fees and expenses of counsel to the Resigning Agent and the Successor Agent, in connection with the performance of this Assignment.


4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the 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.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by its duly authorized officer or representative as of the date first above written.

**"RESIGNING AGENT":**

**THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation,  
in its capacity as the Resigning Agent

By:   
Name: *Jorge Wagner*  
Title: *Director*

**"SUCCESSOR AGENT":**

**GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation,  
in its capacity as the Successor Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by its duly authorized officer or representative as of the date first above written.

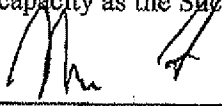
**"RESIGNING AGENT":**

**THE CIT GROUP/BUSINESS CREDIT,  
INC.**, a New York corporation,  
in its capacity as the Resigning Agent

By: \_\_\_\_\_  
Name:  
Title:

**"SUCCESSOR AGENT":**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, a Delaware corporation,  
in its capacity as the Successor Agent

By:  \_\_\_\_\_  
Name: Mark Forti  
Title: Managing Director

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]