

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437434

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fred's Stores of Tennessee, Inc.		07/31/2017	Corporation: TENNESSEE
Reeves-Sain Drug Store, Inc.		07/31/2017	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	Regions Bank, as administrative agent
Street Address:	1180 West Peachtree Street NW
Internal Address:	Suite 1000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	an Alabama banking corporation: ALABAMA

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	4768067	FRED'S PHARMACY
Registration Number:	4755948	FRED'S PHARMACY
Registration Number:	4755923	FRED'S SPECIALTY PHARMACY
Registration Number:	4791149	EIRIS
Registration Number:	4948828	YAZOO TRADING COMPANY
Registration Number:	4525908	FRED'S PHARMACY
Registration Number:	4525879	FRED'S
Registration Number:	4599685	YAZOO TRADING COMPANY
Registration Number:	5022690	FRED'S LAB TESTED LAB TESTED FOR QUALITY
Registration Number:	4941579	RIGHT VALUE
Registration Number:	4379870	GETMORE REWARDS
Registration Number:	4379869	GETWELL DRUG & DOLLAR
Registration Number:	4383554	SMARTBUCKS
Registration Number:	4391260	SMART CARD
Registration Number:	4771053	FRED'S
Registration Number:	4771052	FRED'S
Registration Number:	4252832	FRED'S SUPER DOLLAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4808710	LTE
Registration Number:	4287539	FRED'S KIDS
Registration Number:	4242880	FRED'S SUPER DOLLAR EXPLORE THE STORE CO
Registration Number:	4317700	FRED'S KIDS
Registration Number:	3991103	FREDDIE O'S
Registration Number:	4418837	BIG CREEK
Registration Number:	4135998	LIVING TRADITIONS
Registration Number:	3948727	SAND TRACKS
Serial Number:	77826186	FTQ FRED'S THIRST QUENCHER
Registration Number:	3905280	BIG CREEK
Registration Number:	3671957	FRED'S HOMETOWN DISCOUNT STORE
Registration Number:	3605714	FRED'S
Registration Number:	4444008	M&E
Registration Number:	3793634	JOYFUL TRADITIONS
Registration Number:	3728746	FRED'S CANINE CUISINE
Registration Number:	3609091	FRED'S KITTY CUISINE
Registration Number:	2273124	FRED'S KIDS
Registration Number:	2054283	FRED'S SUPER DOLLAR
Registration Number:	2312164	SOUTHERN EXPRESSIONS
Registration Number:	2281931	BIG CREEK CLOTHING CO.
Registration Number:	2388059	MISSISSIPPI RIVER BLUES
Registration Number:	2054225	FRED'S XPRESS PHARMACY
Registration Number:	2052084	FRED'S DOLLAR STORES
Registration Number:	2054224	FRED'S SUPER DOLLAR STORE RX
Registration Number:	3051906	FRED'S
Registration Number:	0972584	FRED'S YOUR KEY TO VALUE
Serial Number:	87281924	FUR LOVE
Serial Number:	87274879	MAXX PLAY
Serial Number:	87274823	PET CENTRE FUR LOVE
Serial Number:	87198352	PADDY CAKES
Serial Number:	87316742	AQUAWAVE
Serial Number:	87198370	WAVE STAR
Serial Number:	87097870	PRICELO
Serial Number:	86605811	MY FIT
Serial Number:	86696087	FRED'S PHARMACY
Serial Number:	86695779	FRED'S PHARMACY
Registration Number:	5105931	FRED'S
Registration Number:	5105930	FRED'S PHARMACY

Property Type	Number	Word Mark
Registration Number:	5110614	LIL MISS IMAGINATION
Registration Number:	4866073	BOUNCE BACK BUCKS
Registration Number:	1524903	FRED'S THE BIGGEST LITTLE DISCOUNT STORE
Serial Number:	87198339	ON THE SURFACE
Serial Number:	86830224	CHOOSE 90
Registration Number:	4844544	REEVES SAIN
Registration Number:	4849838	REEVES-SAIN
Registration Number:	4849609	ENTRUSTRX
Registration Number:	4849608	ENTRUSTRX
Registration Number:	5208031	SPECIALTY PHARMACY WITH A PERSONAL TOUCH

CORRESPONDENCE DATA

Fax Number: 4045228409

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: PHR&D - Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	08/01/2017

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 31st day of July, 2017, among **REGIONS BANK**, an Alabama bank having an office at 1180 West Peachtree Street NW, Suite 1000, Atlanta, Georgia 30309, as administrative agent and collateral agent (in such capacity, together with its successors and assigns, "Administrative Agent") for the benefit of Secured Parties (as defined in the Credit Agreement referred to below), **FRED'S STORES OF TENNESSEE, INC.**, a Tennessee corporation and successor by merger to each of Fred's Capital Finance Inc., a Delaware corporation, and Fred's Capital Management Company, a Delaware corporation, having its principal place of business at 4300 New Getwell Road, Memphis, Tennessee 38116 ("FSOT"), and **REEVES-SAIN DRUG STORE, INC.**, a Tennessee corporation (together with FSOT, "Companies").

Recitals:

Companies and certain of their affiliates desire to obtain loans and other financial accommodations from certain financial institutions (the "Lenders") pursuant to that certain Credit Agreement, dated as of April 9, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among Companies, certain of their affiliates, the Lenders, Administrative Agent and certain other parties thereto.

Administrative Agent and the Lenders are willing to make loans and other financial accommodations to Companies from time to time, pursuant to the terms of the Credit Agreement, provided that Companies execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Companies hereby agree with Administrative Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Administrative Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and trademark applications, together with the items described in clauses (i) through (iv), collectively, the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Administrative Agent that:
 - (a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;
 - (b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against such Company in accordance with its terms, subject only to bankruptcy and similar laws affecting creditors' rights generally;
 - (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;
 - (d) Such Company has the unqualified right to enter into this Agreement and perform its terms; and
 - (e) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons, except Permitted Encumbrances.
4. Each Company covenants and agrees with Administrative Agent that:
 - (a) Such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;
 - (b) Such Company will not change the quality of the products associated with the Trademarks without Administrative Agent's prior written consent; and
 - (c) Except for Trademarks abandoned by such Company in the ordinary course of business (provided that such abandonment could not reasonably be expected to have a Material Adverse Effect), such Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.
5. [Reserved.]
6. Until Payment in Full of all of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person, except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of such Company in the regular and ordinary course of such Company's business, and shall not become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.
7. If, before Payment in Full of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark registration or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and such Company shall give to Administrative Agent prompt notice thereof in writing.

8. Companies irrevocably authorize and empower Administrative Agent to modify this Agreement by amending Exhibit A to include any future trademark registrations and trademark applications under Section 2 and Section 7 hereof.

9. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement, and Companies hereby acknowledge and agree that certain rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

10. Each Company hereby makes, constitutes and appoints Administrative Agent and any officer or agent of Administrative Agent as Administrative Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Administrative Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Payment in Full of all of the Obligations.

11. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, attorneys' fees and expenses) incurred by Administrative Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees and Liens, or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Companies (it being the intent of Companies and Administrative Agent that Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Administrative Agent in its sole discretion, shall be reimbursed by Companies, in each case in accordance with the Credit Agreement, including Section 10.3 thereof.

12. Companies shall use their commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Administrative Agent in writing of material infringements detected. Companies shall have the duty, through counsel acceptable to Administrative Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Payment in Full of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Companies' reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Administrative Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Administrative Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Companies. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark registration, without the consent of Administrative Agent, unless such Company has determined that such trademark application or trademark registration is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Companies shall at the request of Administrative Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Administrative Agent to aid such enforcement, or defense, and Companies shall promptly, **upon demand**, reimburse and indemnify Administrative Agent for all costs and expenses incurred in the exercise of Administrative Agent's rights under this Section 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then, to the extent permitted by applicable law, Administrative Agent may discharge such obligations in such Company's name or in Administrative Agent's name, in Administrative Agent's sole discretion, but at Companies' expense, and Companies agree to reimburse Administrative Agent in full for all expenses, including, without limitation, attorneys' fees and expenses, incurred by Administrative Agent in prosecuting, defending or maintaining the Trademarks or Administrative Agent's interest therein pursuant to this Agreement.

15. No course of dealing between Companies and Administrative Agent or any other Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or any other Secured Party, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Administrative Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Administrative Agent and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Administrative Agent.

20. Companies hereby waive notice of Administrative Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (excluding its conflicts of law provisions if such provisions would require application of the laws of another jurisdiction).

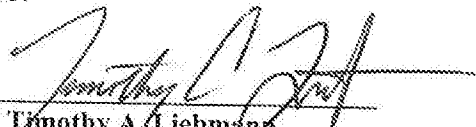
22. To the fullest extent permitted by applicable law, each Company and Administrative Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

23. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. In proving this Agreement in any judicial proceeding, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any manually-executed signature page delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature page hereto.

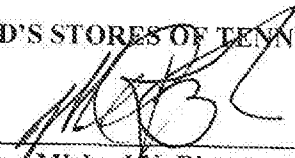
[Remainder of page intentionally left blank; signatures appear on the following pages.]

WITNESS the execution hereof as of the date first above written.

ATTEST:

By: 
Name: **Timothy A. Liebman**
Title: **Secretary and Chief Operating Officer**

FRED'S STORES OF TENNESSEE, INC.

By: 
Name: **Michael K. Bloom**
Title: **President and Chief Executive Officer**

[Signatures continue on the following page]

WITNESS the execution hereof as of the date first above written.

ATTEST:

REEVES-SAIN DRUG STORE, INC.

By: _____

Name: **Timothy A. Liebmann**
Title: Secretary and Chief Operating
Officer

By: _____

Name: **Michael K. Bloom**
Title: President and Chief Executive Officer

[Signatures continue on the following page]

Accepted:

REGIONS BANK,
as Administrative Agent

By: 
Name: **Louis Alexander**
Title: **Managing Director**

EXHIBIT A

Trademark Registrations and Applications

Owner: Fred's Stores of Tennessee, Inc.

Serial Number	Registration Number	Trademark
86438768	4768067	FRED'S PHARMACY
86438827	4755948	FRED'S PHARMACY
86438384	4755923	FRED'S SPECIALTY PHARMACY
86015349	4791149	EIRIS
86080405	4948828	YAZOO TRADING COMPANY
86111625	4525908	FRED'S PHARMACY
86098487	4525879	FRED'S
85915829	4599685	YAZOO TRADING COMPANY
85307164	5022690	FRED'S LAB TESTED LAB TESTED FOR QUALITY, FRED TESTED FOR SATISFACTION
85571786	4941579	RIGHT VALUE
85810059	4379870	GETMORE REWARDS
85810055	4379869	GETWELL DRUG & DOLLAR
85799482	4383554	SMARTBUCKS
85799459	4391260	SMART CARD
85490900	4771053	FRED'S
85490885	4771052	FRED'S
85490864	4252832	FRED'S SUPER DOLLAR
85405836	4808710	LTE
85334368	4287539	FRED'S KIDS
85332354	4242880	FRED'S SUPER DOLLAR EXPLORE THE STORE COLLECT & WIN GAME
85325198	4317700	FRED'S KIDS
85049893	3991103	FREDDIE O'S
77921818	4418837	BIG CREEK
77983010	4135998	LIVING TRADITIONS
77875835	3948727	SAND TRACKS
77826186		FTQ FRED'S THIRST QUENCHER
77819842	3905280	BIG CREEK
77563743	3671957	FRED'S HOMETOWN DISCOUNT STORE
77563725	3605714	FRED'S
77321915	4444008	M&E
77358071	3793634	JOYFUL TRADITIONS
76660564	3728746	FRED'S CANINE CUISINE
76660563	3609091	FRED'S KITTY CUISINE
75978404	2273124	FRED'S KIDS

Serial Number	Registration Number	Trademark
75012953	2054283	FRED'S SUPER DOLLAR
75212903	2312164	SOUTHERN EXPRESSIONS
75212902	2281931	BIG CREEK CLOTHING CO.
75212900	2388059	MISSISSIPPI RIVER BLUES
75004127	2054225	FRED'S XPRESS PHARMACY
75004126	2052084	FRED'S DOLLAR STORES
75004125	2054224	FRED'S SUPER DOLLAR STORE RX
74436026	3051906	FRED'S
72422115	0972584	FRED'S YOUR KEY TO VALUE
87281924		FUR LOVE
87274879		MAXX PLAY
87274823		PET CENTRE FUR LOVE
87198352		PADDY CAKES
87316742		AQUA WAVE
87198370		WAVE STAR
87097870		PRICELO
86605811		MY FIT
86696087		FRED'S PHARMACY
86695779		FRED'S PHARMACY
86682660	5105931	FRED'S
86682653	5105930	FRED'S PHARMACY
86656855	5110614	LIL MISS IMAGINATION
86600823	4866073	BOUNCE BACK BUCKS
73621285	1524903	FRED'S THE BIGGEST LITTLE DISCOUNT STORE IN AMERICA!
87198339		ON THE SURFACE
86830224		CHOOSE 90

Owner: Reeves-Sain Drug Store, Inc.

Serial Number	Registration Number	Trademark
86542362	4844544	REEVES-SAIN
86542361	4849838	REEVES-SAIN
86505870	4849609	ENTRUSTRX
86505868	4849608	ENTRUSTRX
87121561	5208031	SPECIALTY PHARMACY WITH A PERSONAL TOUCH
TN Reg.		REEVES-SAIN
TN Reg.		REEVES-SAIN (design)