

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM476741

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fred's Stores of Tennessee, Inc.		06/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank, as Agent		
<b>Street Address:</b>	1180 West Peachtree Street NW, Suite 1000		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	an Alabama bank: ALABAMA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4844544	REEVES SAIN	
<b>Registration Number:</b>	4849838	REEVES-SAIN	
<b>Registration Number:</b>	5208031	SPECIALTY PHARMACY WITH A PERSONAL TOUCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045228409		
<i>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.</i>			
<b>Phone:</b>	404-420-5527		
<b>Email:</b>	rjk@phrd.com		
<b>Correspondent Name:</b>	Rhonda J. Kenyeri, Paralegal - PHR&D		
<b>Address Line 1:</b>	303 Peachtree St. NE, Suite 3600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Bobbi Accord Noland		
<b>SIGNATURE:</b>	/ban/		
<b>DATE SIGNED:</b>	06/05/2018		
<b>Total Attachments: 5</b>			
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## **NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of June 1, 2018, is made by **FRED'S STORES OF TENNESSEE, INC.**, a Delaware corporation and successor by merger to Fred's Stores of Tennessee, Inc., a Tennessee corporation, having its principal place of business at 4300 New Getwell Road, Memphis, Tennessee 38118 ("Company"), in favor of **REGIONS BANK**, an Alabama bank having an office at 1180 West Peachtree St., N.W. Suite 1000, Atlanta, Georgia 30309, as administrative agent and collateral agent (in such capacity, together with its successors and assigns, "Administrative Agent").

### **Recitals:**

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 Company, certain of its affiliates, certain financial institutions party thereto (the "Lenders"), Administrative Agent and certain other parties thereto, Administrative Agent and the Lenders have agreed to make certain loans and other financial accommodations to Company and certain of its affiliates subject to the terms and conditions set forth therein.

Pursuant to that certain Trademark Security Agreement, dated as of July 31, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), among Administrative Agent, Company and Reeves-Sain Drug Store, Inc., a Tennessee corporation ("EnTrust"), as recorded in the United States Patent and Trademark Office on August 1, 2017, at Reel 6120, Frame 0042, Company granted, assigned and pledged to Administrative Agent a continuing security interest in and Lien upon all of its Trademark Collateral (as defined in the Trademark Security Agreement), whether then owned or existing or thereafter created or acquired, to secure the prompt payment and performance of all of the Obligations (as defined in the Credit Agreement).

Effective as of the date hereof, Company has been assigned all right, title, and interest in and to the trademarks listed on Exhibit A hereto, together with the goodwill of the business symbolized by such trademarks, and any registrations therefor.

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, Company hereby agrees with Administrative Agent as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given such terms or provided by reference in the Credit Agreement or the Trademark Security Agreement, as applicable.

2. Notice of Grant of Security Interest. Pursuant to the Trademark Security Agreement, Company grants, assigns and pledges to Administrative Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the Trademark Collateral with respect to the trademarks listed on Exhibit A hereto, to secure the prompt payment and performance of all of the Obligations.

3. Purpose. This Agreement has been executed and delivered by Company for the purpose of recording the grant of the security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Trademark Security Agreement and is expressly subject to the terms and conditions thereof. The

Trademark Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Company does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


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

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

ATTEST:

**FRED'S STORES OF TENNESSEE, INC.**

By:   
Name: JOSEPH ANTO  
Title: Secretary

By:   
Name: Joseph Anto  
Title: President and Chief Executive Officer

[Signatures continue on the following page]

**REGIONS BANK,**  
as Administrative Agent

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

## EXHIBIT A

### Trademark Registrations

Owner: Fred's Stores of Tennessee, Inc.

Serial Number	Registration Number	Trademark
86542362	4844544	REEVES-SAIN
86542361	4849838	REEVES-SAIN
87121561	5208031	SPECIALTY PHARMACY WITH A PERSONAL TOUCH
TN Reg.	046135	REEVES-SAIN
TN Reg.	046138	REEVES-SAIN (design)