

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504307

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900478637

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eckerd Corporation		12/20/2018	Corporation: DELAWARE
Name Rite, L.L.C.		12/20/2018	Limited Liability Company: DELAWARE
RediClinic LLC		12/20/2018	Limited Liability Company: DELAWARE
Rite Aid Hdqtrs. Corp.		12/20/2018	Corporation: DELAWARE
Thrifty PayLess, Inc.		12/20/2018	Corporation: CALIFORNIA
Design Rx, LLC		12/20/2018	Limited Liability Company: WYOMING
Envision Pharmaceutical Holdings LLC		12/20/2018	Limited Liability Company: DELAWARE
Health Dialog Services Corporation		12/20/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	100 Federal Street
Internal Address:	9th floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 135

Property Type	Number	Word Mark
Registration Number:	2134953	1-800-RITE AID
Registration Number:	5074553	BE RITE
Registration Number:	5570887	BIG WIN
Registration Number:	2362972	CRYSTAL LAKE
Registration Number:	5561360	DAYLOGIC
Registration Number:	5561362	DREAMHOUSE · FINE FOODS ·
Registration Number:	5282371	DREAMSHIP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3584154	GREAT HEALTHCARE, GREAT EXPERIENCE
Registration Number:	3489490	HD CONNECT
Registration Number:	3061762	HEALTH CROSSROADS
Registration Number:	2287161	HEALTH DIALOG
Registration Number:	3348227	HEALTH DIALOG
Registration Number:	2870316	INNER STRENGTH
Registration Number:	4539392	KIDCENTS
Registration Number:	5423142	KIDCHAMP
Registration Number:	3469320	KIDS STUFF
Registration Number:	3225144	KIDS STUFF
Registration Number:	4384717	LOAD 2 CARD
Registration Number:	2225533	NITE AID
Registration Number:	4114937	ONE STOP. TWICE THE SAVINGS.
Registration Number:	4978530	ONETRIPREFILLS RITE AID PHARMACY
Registration Number:	2358179	OWNER'S CHOICE
Registration Number:	4745267	PAWTOWN
Registration Number:	2427245	PERFECT PAIRS
Registration Number:	4317706	PROVIDER DIALOG
Registration Number:	2664160	PURE SPRING
Registration Number:	4990487	QUIT FOR YOU
Registration Number:	2493022	RAPIDSCRIPT
Registration Number:	4584235	READY? SET. GO!
Registration Number:	4942047	RECEUTICS ACTIVE SKIN REPAIR
Registration Number:	4946943	RECEUTICS ACTIVE SKIN REPAIR
Registration Number:	3632274	REDICLINIC HIGH-QUALITY, AFFORDABLE, AND
Registration Number:	3152291	REDICLINIC
Registration Number:	3412061	REDICLINIC
Registration Number:	3584155	REDICLINIC
Registration Number:	2161703	RITE ADVICE
Registration Number:	1280221	RITE AID
Registration Number:	5074625	RITE AID BE RITE
Registration Number:	2247560	RITE AID COSMETICS MONEY BACK GUARANTEE
Registration Number:	4969078	RITE AID HEALTH ALLIANCE
Registration Number:	3477992	RITE AID HEALTH SOLUTIONS
Registration Number:	5162389	RITE AID HELPFUL DOSE
Registration Number:	5481233	RITE AID HOME
Registration Number:	4733960	RITE AID HOME
Registration Number:	4485418	RITE AID HOME

Property Type	Number	Word Mark
Registration Number:	4485419	RITE AID HOME
Registration Number:	4485420	RITE AID HOME
Registration Number:	4485421	RITE AID HOME
Registration Number:	4498373	RITE AID HOME
Registration Number:	4007065	RITE AID HOME
Registration Number:	4017266	RITE AID HOME
Registration Number:	4039246	RITE AID HOME
Registration Number:	2281756	RITE AID INTERNET REFILLS WWW.RITEAID.CO
Registration Number:	2275996	RITE AID IT'S NOT JUST A STORE. IT'S A
Registration Number:	4214328	RITE AID PANTRY
Registration Number:	4390903	RITE AID PHARMACY RITE CARE
Registration Number:	3931809	RITE AID PHARMACY WELLNESS+
Registration Number:	0875773	RITE AID
Registration Number:	0877669	RITE AID
Registration Number:	2893035	RITE AID
Registration Number:	4427788	RITE AID
Registration Number:	4427789	RITE AID
Registration Number:	4324438	RITE AID
Registration Number:	4427790	RITE AID
Registration Number:	4324439	RITE AID
Registration Number:	4324440	RITE AID
Registration Number:	4464684	RITE AID
Registration Number:	4324441	RITE AID
Registration Number:	4324442	RITE AID
Registration Number:	4324446	RITE AID
Registration Number:	4427792	RITE AID
Registration Number:	4332031	RITE AID
Registration Number:	4338340	RITE AID
Registration Number:	4324447	RITE AID
Registration Number:	4324448	RITE AID
Registration Number:	4324449	RITE AID
Registration Number:	4324450	RITE AID
Registration Number:	4427793	RITE AID
Registration Number:	4324451	RITE AID
Registration Number:	4324452	RITE AID
Registration Number:	2905999	RITE AID
Registration Number:	2307413	RITE AID REFILLS BY PHONE
Registration Number:	4006832	RITE AID RENEWAL

Property Type	Number	Word Mark
Registration Number:	2216866	RITE AID SINGLE CHECK REBATES
Registration Number:	4803186	RITE AID VACCINE CENTRAL
Registration Number:	2709892	RITE AID WITH US IT'S PERSONAL
Registration Number:	2832601	RITE SOLUTIONS
Registration Number:	4258020	RNATION
Registration Number:	2891089	
Registration Number:	2906000	
Registration Number:	4191080	SIMPLIFY
Registration Number:	4827877	SMART TREND
Registration Number:	4753440	SMART TREND
Registration Number:	2223490	SPECIAL OCCASION
Registration Number:	3578199	STOP SMOKING FOR GOOD
Registration Number:	4321505	THAT'S THE VALUE OF WELLNESS
Registration Number:	2193860	THE DIABETES CONNECTION
Registration Number:	1813929	THRIFTY
Registration Number:	3745175	
Registration Number:	3975630	TUGABOOS
Registration Number:	4720443	WEIGH FORWARD
Registration Number:	4243693	WEIGH FORWARD
Registration Number:	4720444	WEIGH FORWARD
Registration Number:	4243692	WEIGH FORWARD
Registration Number:	2815668	WHOLESOME TWOSOMES
Registration Number:	2622152	WITH US IT'S PERSONAL
Registration Number:	4644875	CLEARLY. BENEFICIAL.
Registration Number:	4644871	ENVISION RX OPTIONS
Registration Number:	4823796	ENVISIONRX
Registration Number:	5266713	ENVISIONCARE
Registration Number:	4823797	ENVISIONRX
Registration Number:	4784704	IPAYRX
Registration Number:	4636413	ORCHARD PHARMACEUTICAL SERVICES
Registration Number:	4071022	FERTILITY BY DESIGN
Registration Number:	4621252	ENVISIONRXPLUS
Registration Number:	4631845	ORCHARD PHARMACEUTICAL SERVICES
Registration Number:	3242923	MANAGED CASH
Registration Number:	3265818	DESIGNRX
Registration Number:	3322379	DESIGNRX
Registration Number:	3368682	DESIGNRX
Registration Number:	3408268	DESIGNRX

Property Type	Number	Word Mark
Registration Number:	3454412	DESIGNRXCLUSIVE
Registration Number:	3458670	DESIGN RXCLUSIVE
Registration Number:	4598287	HEALTHSPOT
Registration Number:	4507997	HEALTHSPOT
Registration Number:	4518109	HEALTHSPOT
Registration Number:	4495169	HEALTHSPOT
Registration Number:	4813056	CARE4
Registration Number:	5525985	SPECIALTYBRIDGE
Registration Number:	5525984	SPECIALTYBRIDGE
Registration Number:	5344042	PAL
Registration Number:	5180662	PHARMACY ADVISOR LEADERS
Registration Number:	5291679	LAKERSOFTWARE
Registration Number:	5257008	ENVISIONSAVINGS
Serial Number:	88100580	WELLNESS+

CORRESPONDENCE DATA

Fax Number:

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.

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2012947-0008
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	01/03/2019

Total Attachments: 25

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This **GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Agreement"), dated as of December 20, 2018, is made by each Subsidiary of **RITE AID CORPORATION**, a Delaware corporation (the "Borrower") listed on Schedule I, Schedule II, and Schedule III hereto (such Subsidiaries, collectively, the "Grantors", and each individually, a "Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Bank of America"), in its capacity as the collateral agent for each of the Senior Secured Parties (as defined in the Senior Subsidiary Security Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "Senior Collateral Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 20, 2018 (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the "Senior Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Senior Lenders"), Bank of America, as administrative agent and collateral agent for the Senior Lenders and the other Senior Loan Secured Parties (under and as defined in the Senior Credit Agreement), and the other agents party thereto, the Senior Lenders and the other Senior Loan Secured Parties have agreed to make loans, letters of credit and other extensions of credit available to the Borrower and its Subsidiaries (as defined in the Senior Credit Agreement), pursuant to, and upon the terms and subject to the conditions specified in, the Senior Credit Agreement;

WHEREAS, from time to time, the Borrower may incur Additional Senior Debt Obligations to one or more Additional Senior Debt Parties pursuant to the Additional Senior Debt Documents (each such term, as defined in the Senior Credit Agreement);

WHEREAS, the Grantors are affiliates of one another, will derive substantial direct and indirect benefits from the extensions of credit to the Borrower and its Subsidiaries pursuant to (a) the Senior Credit Agreement and (b) the Additional Senior Debt Documents;

WHEREAS, each Grantor has agreed to guarantee, among other things, (a) all Senior Loan Obligations (under and as defined in the Senior Credit Agreement) and (b) to the extent specified in the Additional Senior Debt Documents, the Additional Senior Debt Obligations, pursuant to the terms of the Senior Subsidiary Guarantee Agreement, dated as of December 20, 2018 (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the "Senior Subsidiary Guarantee Agreement") made by the Grantors in favor of the Senior Collateral Agent, for the benefit of the Senior Secured Parties;

WHEREAS, in connection with the Senior Subsidiary Guarantee Agreement, each Grantor has agreed to grant to the Senior Collateral Agent, for the ratable benefit of the Senior Secured Parties, a security interest in all right, title or interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire a right, title or interest in, to and under the Senior Collateral (under and as defined in the Senior Subsidiary Security Agreement referred to below), including in Intellectual Property (as defined in the Senior Subsidiary Security Agreement referred to below), to secure their obligations under the Senior Subsidiary Guarantee Agreement and the other Senior Debt

Documents (as defined in the Senior Credit Agreement) pursuant to the terms of the Senior Subsidiary Security Agreement, dated as of December 20, 2018 (as amended, amended and restated, restated, supplemented or otherwise modified and in effect from time to time, the “Senior Subsidiary Security Agreement”) made by the Grantors in favor of the Senior Collateral Agent, for the benefit of the Senior Secured Parties; and

WHEREAS, pursuant to the terms of the Senior Subsidiary Security Agreement, the Grantors are required to execute this Agreement.

NOW, THEREFORE, the Grantors and the Senior Collateral Agent, on behalf of itself and each other Senior Secured Party (and each of their respective successors and assigns), hereby agree as follows:

SECTION 1. *Definitions.* Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to such terms in the Senior Subsidiary Security Agreement and, if not defined therein, in the Senior Credit Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Senior Obligations (including, without limitation, all Senior Loan Obligations and all Additional Senior Debt Obligations), each Grantor hereby assigns and pledges to the Senior Collateral Agent, its successors and assigns, for the ratable benefit of the Senior Secured Parties, and hereby grants to the Senior Collateral Agent, its successors and assigns, for the ratable benefit of the Senior Secured Parties, a security interest in all right, title or interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest in, to and under (a)(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, including those identified on Schedule A hereto, or in any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the “Trademarks”), (b) any written agreement to which any Grantor is a party, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (collectively, the “Trademarks Licenses”), and (c) any all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing (clauses (a), (b) and (c)), collectively, the “Trademark Collateral”). Notwithstanding anything else contained in this Section 2 to the contrary, Trademark Collateral shall not include, and in no event shall the security interest granted under this Section 2 attach to, any Excluded Assets, including any Trademark application filed in the U.S. Patent and Trademark Office on the basis of the applicant’s intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by the U.S. Patent and Trademark Office pursuant to Section 1(c)

or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting trademark registration.

SECTION 3. **Purpose.** This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 4. **Acknowledgment.** Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Senior Secured Parties with respect to the security interest in the Senior Collateral granted hereby are more fully set forth in the Senior Subsidiary Security Agreement, the terms and provisions of which (including the remedies provided for therein) 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 Senior Subsidiary Security Agreement, the terms of the Senior Subsidiary Security Agreement shall govern.

SECTION 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 imaging means (e.g., via electronic mail in .pdf form) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

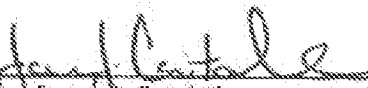
SECTION 7. **Intercreditor Agreements.** Notwithstanding anything herein to the contrary, the terms of this Agreement, and the rights of the Senior Collateral Agent and the Senior Secured Parties hereunder, are subject to each Intercreditor Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademarks to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:


EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO, as Grantors

By: 
Name: James J. Comitale
Title: Senior Vice President & Assistant Secretary

[Rite Aid -- Signature Page to Grant of Security Interest in Trademarks]

GRANTORS:

EACH OF THE SUBSIDIARIES LISTED ON
SCHEDULE II HERETO, as Grantors

By: 

Name: Matt Schroeder

Title: Vice President & Assistant Secretary

[Rite Aid -- Signature Page to Grant of Security Interest in Trademarks]

GRANTORS:

EACH OF THE SUBSIDIARIES LISTED ON
SCHEDULE III HERETO, as Grantors

By: Thomas J. Roberts
Name: Thomas Roberts
Title: Secretary

[Rite Aid -- Signature Page to Grant of Security Interest in Trademarks]

SENIOR COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Roger Malouf
Title: Senior Vice President

Schedule I to the
Grant of Security Interest in Trademarks

GRANTORS

Eckerd Corporation, a Delaware corporation

Name Rite, L.L.C., a Delaware limited liability company

RediClinic LLC, a Delaware limited liability company

Rite Aid Hdqtrs. Corp., a Delaware corporation

Thrifty PayLess, Inc., a California corporation

Schedule II to the
Grant of Security Interest in Trademarks

GRANTORS

Design Rx, LLC, a Wyoming limited liability company

Envision Pharmaceutical Holdings LLC, a Delaware limited liability company

Schedule III to the
Grant of Security Interest in Trademarks

GRANTORS

Health Dialog Services Corporation, a Delaware corporation

Schedule A to the
Grant of Security Interest in Trademarks**TRADEMARK COLLATERAL****UNITED STATES TRADEMARKS**

Owner/Applicant	Mark	Application No.	Application Date	Registration No.	Registration Date
Name Rite, L.L.C.	+B4Y	86575109	24-Mar-2015		
Name Rite, L.L.C.	1-800-RITE AID	75089676	17-Apr-1996	2134953	03-Feb-1998
Name Rite, L.L.C.	BE RITE	86718680	07-Aug-2015	5074553	01-Nov-2016
Name Rite, L.L.C.	BIG WIN	86516067	27-Jan-2015	5570887	25-Sep-2018
Name Rite, L.L.C.	CRYSTAL LAKE	75478737	04-May-1998	2362972	27-Jun-2000
Name Rite, L.L.C.	DAYLOGIC	86566070	17-Mar-2015	5561360	11-Sep-2018
Name Rite, L.L.C.	DREAMHOUSE FINE FOODS Logo	86568344	18-Mar-2015	5561362	11-Sep-2018
Name Rite, L.L.C.	DREAMSHIP	87064083	8-Jun-2016	5282371	05-Sep-2017

Owner/Applicant	Mark	Application No.	Application Date	Registration No.	Registration Date
RediClinic LLC	GREAT HEALTHCARE, GREAT EXPERIENCE	77301946	11-Oct-2007	3584154	03-Mar-2009
Health Dialog Services Corporation	HIDCONNECT	77129153	13-Mar-2007	3489490	19-Aug-2008
Health Dialog Services Corporation	HEALTH CROSSROADS	76608893	23-Aug-2004	3061762	28-Feb-2006
Health Dialog Services Corporation	HEALTH DIALOG	75403448	09-Dec-1997	2287161	19-Oct-1999
Health Dialog Services Corporation	HEALTH DIALOG	78766620	06-Dec-2005	3348227	04-Dec-2007
Name Rite, L.L.C.	INNER STRENGTH	76503283	31-Mar-2003	2870316	03-Aug-2004
Name Rite, L.L.C.	KIDCENTS	85857786	22-Feb-2013	4539392	27-May-2014
Name Rite, L.L.C.	KIDCHAMP	87570763	16-Aug-2017	5423142	13-Mar-2018
Name Rite, L.L.C.	KIDS STUFF Plus Design	78539177	28-Dec-2004	3469320	15-Jul-2008

Owner/Applicant	Mark	Application No.	Application Date	Registration No.	Registration Date
Name Rite, L.L.C.	KIDS STUFF Plus Design (with expanded goods)	78906026	12-Jun-2006	3225144	03-Apr-2007
Name Rite, L.L.C.	LOAD2CARD Logo	85467007	08-Nov-2011	4384717	13-Aug-2013
Name Rite, L.L.C.	NITTE AID	75391068	17-Nov-1997	2225533	23-Feb-1999
Name Rite, L.L.C.	ONE STOP. TWICE THE SAVINGS.	85391776	08-Aug-2011	4114937	20-Mar-2012
Name Rite, L.L.C.	ONETRIPREFILLS LOGO	86232670	26-Mar-2014	4978530	14-Jun-2016
Name Rite, L.L.C.	OWNER'S CHOICE	75399427	03-Dec-1997	2358179	13-Jun-2000
Name Rite, L.L.C.	PAWTOWN Plus Design	86976142	26-Mar-2014	4745267	26-May-2015
Name Rite, L.L.C.	PERFECT PAIRS	75425397	29-Jan-1998	2427245	06-Feb-2001
Health Dialog Services Corporation	PROVIDER DIALOG	85329973	25-May-2011	4317706	09-Apr-2013
Name Rite, L.L.C.	PURE SPRING	76153195	24-Oct-2000	2664160	17-Dec-2002
Name Rite, L.L.C.	QUIT FOR YOU	86979050	15-Jul-2014	4990487	28-Jun-2016

Owner/Applicant	Mark	Application No.	Application Date	Registration No.	Registration Date
L.L.C.					
Name Rite, L.L.C.	RAPIDSCRIPT	75541962	24-Aug-1998	2493022	25-Sep-2001
Health Dialog Services Corporation	READY? SET. GO!	86166354	15-Jan-2014	4584235	12-Aug-2014
Name Rite, L.L.C.	RECEUTICS ACTIVE SKIN REPAIR	86337052	15-Jul-2014	4942047	19-Apr-2016
Name Rite, L.L.C.	RECEUTICS ACTIVE SKIN REPAIR Logo	86337053	15-Jul-2014	4946943	26-Apr-2016
RediClinic LLC	REDICLINIC HIGH-QUALITY, AFFORDABLE, AND CONVENIENT HEALTHCARE	77301983	11-Oct-2007	3632274	02-Jun-2009
RediClinic LLC	REDICLINIC	78976975	23-Aug-2004	3152291	03-Oct-2006
RediClinic LLC	RediClinic & Design	77007426	26-Sep-2006	3412061	15-Apr-2008
RediClinic LLC	RediClinic (Stylized)	77301958	11-Oct-2007	3584155	03-Mar-2009
Name Rite, L.L.C.	RITE ADVICE	75259190	18-Mar-1997	2161703	02-Jun-1998
Name Rite, L.L.C.	RITE AID	73408253	05-Jan-1983	1280221	29-May-1984
Name Rite, L.L.C.	RITE AID BE RITE	86727570	17-Aug-2015	5074625	01-Nov-

Owner/Applicant	Mark	Application No.	Application Date	Registration No.	Registration Date
L.L.C.	Logo				2016
Name Rite, L.L.C.	RITE AID COSMETICS MONEY BACK GUARANTEE IT'S RISK FREE Plus	75440979	26-Feb-1998	2247560	25-May- 1999
Name Rite, L.L.C.	RITE AID HEALTH ALLIANCE	85919757	01-May- 2013	4969078	31-May- 2016
Name Rite, L.L.C.	RITE AID HEALTH SOLUTIONS	78647117	09-Jun-2005	3477992	29-Jul-2008
Name Rite, L.L.C.	RITE AID HELPFUL DOSE	86856974	22-Dec-2015	5162389	14-Mar-2017
Name Rite, L.L.C.	RITE AID HOME	86112600	07-Nov-2013	5481233	29-May-2018
Name Rite, L.L.C.	RITE AID HOME	86112591	07-Nov-2013	4733960	12-May- 2015
Name Rite, L.L.C.	RITE AID HOME Plus Design	77886525	04-Dec-2009	4485418	18-Feb-2014
Name Rite, L.L.C.	RITE AID HOME Plus Design	77886529	04-Dec-2009	4485419	18-Feb-2014
Name Rite, L.L.C.	RITE AID HOME Plus Design	77886531	04-Dec-2009	4485420	18-Feb-2014
Name Rite, L.L.C.	RITE AID HOME Plus Design	77886533	04-Dec-2009	4485421	18-Feb-2014

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Name Rite, L.L.C.	RITE AID HOME Plus Design	85112323	20-Aug-2010	4498373	18-Mar-2014
Name Rite, L.L.C.	RITE AID HOME Plus Design	77982039	04-Dec-2009	4007065	02-Aug-2011
Name Rite, L.L.C.	RITE AID HOME Plus Design	85975474	20-Aug-2010	4017266	23-Aug-2011
Name Rite, L.L.C.	RITE AID HOME Plus Design	77982381	04-Dec-2009	4039246	11-Oct-2011
Name Rite, L.L.C.	RITE AID INTERNET REFILLS WWW.RITEAID.COM Plus Design	75581903	03-Nov-1998	2281756	28-Sep-1999
Name Rite, L.L.C.	RITE AID IT'S NOT JUST A STORE. IT'S A SOLUTION.	75512677	02-Jul-1998	2275996	07-Sep-1999
Name Rite, L.L.C.	RITE AID PANTRY Plus Design	77874032	17-Nov-2009	4214328	25-Sep-2012
Name Rite, L.L.C.	RITE AID PHARMACY RITE CARE with Circle Logo	85718157	31-Aug-2012	4390903	27-Aug-2013
Name Rite, L.L.C.	RITE AID PHARMACY WELLNESS+ Plus Design	77769924	29-Jun-2009	3931809	15-Mar-2011

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Name Rite, L.L.C.	RITE AID Plus Design	72296715	26-Apr-1968	0875773	26-Aug-1969
Name Rite, L.L.C.	RITE AID Plus Design	72296714	26-Apr-1968	0877669	30-Sep-1969
Name Rite, L.L.C.	RITE AID Plus Shield Design	76558029	07-Nov-2003	2893035	12-Oct-2004
Name Rite, L.L.C.	RITE AID Plus Shield Design	85732868	19-Sep-2012	4427788	05-Nov-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85732872	19-Sep-2012	4427789	05-Nov-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85732876	19-Sep-2012	4324438	23-Apr-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85732879	19-Sep-2012	4427790	05-Nov-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85732880	19-Sep-2012	4324439	23-Apr-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85732882	19-Sep-2012	4324440	23-Apr-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85732884	19-Sep-2012	4464684	14-Jan-2014
Name Rite, L.L.C.	RITE AID Plus Shield	85732886	19-Sep-2012	4324441	23-Apr-2013

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L.L.C.	Design				
Name Rite, L.L.C.	RITE AID Plus Shield Design	85732889	19-Sep-2012	4324442	23-Apr-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85733077	19-Sep-2012	4324446	23-Apr-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85733080	19-Sep-2012	4427792	05-Nov-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85733083	19-Sep-2012	4332031	07-May-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85733085	19-Sep-2012	4338340	21-May-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85733086	19-Sep-2012	4324447	23-Apr-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85733088	19-Sep-2012	4324448	23-Apr-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85733089	19-Sep-2012	4324449	23-Apr-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85733090	19-Sep-2012	4324450	23-Apr-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85733096	19-Sep-2012	4427793	05-Nov-2013

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Name Rite, L.L.C.	RITE AID Plus Shield Design	85733092	19-Sep-2012	4324451	23-Apr-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design	85733094	19-Sep-2012	4324452	23-Apr-2013
Name Rite, L.L.C.	RITE AID Plus Shield Design (claiming color)	76558028	07-Nov-2003	2905999	30-Nov-2004
Name Rite, L.L.C.	RITE AID REFILLS BY PHONE Plus Design	75581904	03-Nov-1998	2307413	11-Jan-2000
Name Rite, L.L.C.	RITE AID RENEWAL Plus Design	77874033	17-Nov-2009	4006832	02-Aug-2011
Name Rite, L.L.C.	RITE AID SINGLE CHECK REBATES Plus Design	75199952	19-Nov-1996	2216866	12-Jan-1999
Name Rite, L.L.C.	RITE AID VACCINE CENTRAL	86499753	09-Jan-2015	4803186	01-Sep-2015
Name Rite, L.L.C.	RITE AID WITH US IT'S PERSONAL	76205946	07-Feb-2001	2709892	22-Apr-2003
Name Rite, L.L.C.	RITE SOLUTIONS	76355373	07-Jan-2002	2832601	13-Apr-2004
Name Rite, L.L.C.	RNATION Plus Design	77949019	03-Mar-2010	4258020	11-Dec-2012
Name Rite, L.L.C.	Shield Design	76558030	07-Nov-2003	2891089	05-Oct-2004

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L.L.C.					
Name Rite, L.L.C.	Shield Design (claiming colors blue and red)	76558031	07-Nov-2003	2906000	30-Nov-2004
Name Rite, L.L.C.	SIMPLIFY & Design (new)	87653843	20-Oct-2017		
Name Rite, L.L.C.	SIMPLIFY & Design (new)	87653863	20-Oct-2017		
Name Rite, L.L.C.	SIMPLIFY & Design (new)	87653877	20-Oct-2017		
Name Rite, L.L.C.	SIMPLIFY & Design (new)	87653881	20-Oct-2017		
Name Rite, L.L.C.	SIMPLIFY & Design (new)	87653894	20-Oct-2017		
Name Rite, L.L.C.	SIMPLIFY & Design (new)	87653900	20-Oct-2017		
Name Rite, L.L.C.	SIMPLIFY & Design (new)	87653913	20-Oct-2017		
Name Rite, L.L.C.	SIMPLIFY Plus Design	77983001	17-Nov-2009	4191080	14-Aug-2012
Name Rite, L.L.C.	SMART TREND	86203298	25-Feb-2014	4827877	06-Oct-2015
Name Rite, L.L.C.	SMART TREND	86976230	25-Feb-2014	4753440	09-Jun-2015

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L.L.C.					
Name Rite, L.L.C.	SPECIAL OCCASION	75041144	11-Jan-1996	2223490	16-Feb-1999
RediClinic LLC	STOP SMOKING FOR GOOD	77301986	11-Oct-2007	3578199	17-Feb-2009
Name Rite, L.L.C.	THAT'S THE VALUE OF WELLNESS	85299901	20-Apr-2011	4321505	16-Apr-2013
Name Rite, L.L.C.	THE DIABETES CONNECTION	75385074	05-Nov-1997	2193860	06-Oct-1998
Name Rite, L.L.C.	THRIFTY	74363776	25-Feb-1993	1813929	28-Dec-1993
Name Rite, L.L.C.	THRIFTY Cone Boy Device	77463599	01-May-2008	3745175	02-Feb-2010
Name Rite, L.L.C.	TUGABOOS	77981871	18-Aug-2009	3975630	07-Jun-2011
RediClinic LLC	WEIGH FORWARD	85242986	15-Feb-2011	4720443	14-Apr-2015
RediClinic LLC	WEIGH FORWARD	85977152	15-Feb-2011	4243693	13-Nov-2012
RediClinic LLC	WEIGH FORWARD & Design	85243671	16-Feb-2011	4720444	14-Apr-2015
RediClinic LLC	WEIGH FORWARD & Design	85977151	16-Feb-2011	4243692	13-Nov-

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Name Rite, L.L.C.	WHOLESOME TWOSOMES	76975596	24-Jan-2002	2815668	17-Feb-2004
Name Rite, L.L.C.	WITH US IT'S PERSONAL	76205947	07-Feb-2001	2622152	17-Sep-2002
Envision Pharmaceutical Holdings LLC	CLEARLY BENEFICIAL & Design	86255453	17-Apr-2014	4644875	25-Nov-2014
Envision Pharmaceutical Holdings LLC	ENVISION RX OPTIONS	86255412	17-Apr-2014	4644871	25-Nov-2014
Envision Pharmaceutical Holdings LLC	ENVISIONRX	86430915	10/22/2014	4823796	29-Sep-2015
Envision Pharmaceutical Holdings LLC	ENVISIONCARE	86819246	13-Nov-2015	5266713	15-Aug-2017
Envision Pharmaceutical Holdings LLC	ENVISIONRX	86430925	10/22/2014	4823797	29-Sep-2015
Design Rx, LLC	IPAYRX	86405075	9/24/2014	4784704	4-Aug-2015
Envision Pharmaceutical Holdings LLC	ORCHARD PHARMACEUTICAL SERVICES &	86225749	19-Mar-2014	4636413	11-Nov-2014

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	DESIGN				
Design Rx, LLC	FERTILITY BY DESIGN	77765902	23-Jun-2009	4071022	13-Dec-2011
Envision Pharmaceutical Holdings LLC	ENVISIONRX PLUS	86255445	17-Apr-2014	4621252	10/14/2014
Envision Pharmaceutical Holdings LLC	ORCHARD PHARMACEUTICAL SERVICES	86227177	20-Mar-2014	4631845	11/4/2014
Design Rx, L.L.C.	MANAGED CASH	78530484	10-Dec-2004	3242923	15-May-2007
Design Rx, L.L.C.	DESIGNRX	78530499	10-Dec-2004	3265818	17-Jul-2007
Design Rx, L.L.C.	DESIGNRX (Stylized)	77023160	17-Oct-2006	3322379	30-Oct-2007
Design Rx, L.L.C.	DESIGNRX	77175119	08-May-2007	3368682	15-Jan-2008
Design Rx, L.L.C.	DESIGNRX (Stylized)	77175185	08-May-2007	3408268	08-Apr-2008

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Design Rx, L.L.C.	DESIGNRXCLUSIVE	77039526	08-Nov-2006	3454412	24-Jun-2008
Design Rx, L.L.C.	DESIGN RXCLUSIVE (stylized)	77023691	18-Oct-2006	3458670	01-Jul-2008
Rite Aid Hdqrs. Corp.	HEALTHSPOT	85938144	21-May-2013	4598287	2-Sep-2014
Rite Aid Hdqrs. Corp.	HEALTHSPOT	85938239	21-May-2013	4507997	1-Apr-2014
Rite Aid Hdqrs. Corp.	HEALTHSPOT Logo	85352518	22-Jun-2011	4518109	22-Apr-2014
Rite Aid Hdqrs. Corp.	HEALTHSPOT	85352527	22-Jun-2011	4495169	11-Mar-2014
Rite Aid Hdqrs. Corp.	CARE4	85352533	22-Jun-2011	4813056	15-Sep-2015
Name Rite, L.L.C.	WELLNESS+	88100580	31-Aug-2018		
Envision Pharmaceutical Holdings LLC	SPECIALTYBRIDGE	87469970	31-May-2017	5525985	24-Jul-2018
Envision Pharmaceutical Holdings LLC	SPECIALTYBRIDGE & Design	87469964	31-May-2017	5525984	24-Jul-2018
Envision Pharmaceutical	PAL	87148078	23-Aug-2016	5344042	28-Nov-2017

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Holdings LLC					
Envision Pharmaceutical Holdings LLC	PHARMACY ADVISOR LEADERS	87148054	23-Aug-2016	5180662	11-Apr-2017
Envision Pharmaceutical Holdings LLC	LAKERSOFTWARE	86819899	13-Nov-2015	5291679	19-Sep-2017
Envision Pharmaceutical Holdings LLC	ENVISIONSAVINGS	86819236	13-Nov-2015	5257008	1-Aug-2017

TRADEMARK

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