

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519728

<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., successor by merger to Fred's Store of Tennessee, Inc., a Tennessee corporation		04/18/2019	Corporation: DELAWARE
Reeves-Sain Drug Store, Inc.		04/18/2019	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank, as Administrative Agent		
<b>Street Address:</b>	1180 West Peachtree St., NW		
<b>Internal Address:</b>	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>	5532009	PET CENTRE FUR LOVE	
<b>Serial Number:</b>	87822814	FILL90	
<b>Registration Number:</b>	5330124	MY FIT	
<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>	04/18/2019		

CH \$90.00 5532009

**Total Attachments: 5**

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## **FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into this 18th day of April, 2019 among **REGIONS BANK**, an Alabama bank, 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 Delaware corporation and successor by merger to Fred's Stores of Tennessee, Inc., a Tennessee corporation ("FSOT"), and **REEVES-SAIN DRUG STORE, INC.**, a Tennessee corporation ("EnTrust"; together with FSOT, each, a "Company" and, collectively, "Companies").

### **Recitals:**

Companies, certain of their affiliates, certain financial institutions (collectively, "Lenders"), Administrative Agent and certain other parties thereto are parties 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"), pursuant to which Lenders agreed to make loans to Companies and certain of the affiliates on the terms and subject to the conditions set forth therein.

In connection with the Credit Agreement, Companies and Administrative Agent entered into that certain Trademark Security Agreement, dated as of July 31, 2017 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement").

Pursuant to Section 7 of the Trademark Security Agreement, Companies have notified Administrative Agent that Companies have obtained the trademark applications and registrations listed on Exhibit A attached to this Amendment.

Administrative Agent and Companies desire to enter into this Amendment to evidence the grant by Companies of a continuing security interest in and Lien upon the trademarks and trademark applications listed on Exhibit A attached to this Amendment.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1. Definitions.** All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.
- 2. Amendments to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended by supplementing Exhibit A to the Trademark Security Agreement with Exhibit A attached hereto.
- 3. Grant of Security Interest.** To secure the prompt payment and performance 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 the trademarks and trademark applications owned by such Company listed on Exhibit A attached to this Amendment.
- 4. Reference to Trademark Security Agreement.** Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Trademark Security Agreement, as amended by this Amendment.

5. **Effectiveness; Governing Law.** This Amendment shall be effective upon acceptance by Administrative Agent (notice of which acceptance is hereby waived), whereupon the same 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).

6. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **No Novation, etc.** Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

8. **Counterparts; Electronic Signatures.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

9. **Further Assurances.** Each Company agrees to take such further actions as Administrative Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

10. **Section Titles.** Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

11. **Release of Claims.** Each Company acknowledges and agrees that it has no knowledge or awareness of any actual or potential claim or cause of action against Administrative Agent, any Lender or any other Secured Party relating to any actions or events occurring on or before the date hereof, and hereby waives and releases any right to assert same.

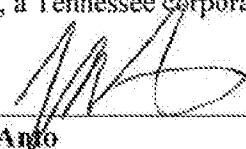
12. **Waiver of Jury Trial.** **To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.**

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers on the date first written above.


COMPANIES:

**FRED'S STORES OF TENNESSEE, INC.,**  
successor by merger to Fred's Stores of  
Tennessee, Inc., a Tennessee corporation.

By:   
Name: **Joseph Antio**  
Title: President and Chief Executive Officer

[CORPORATE SEAL]

**REEVES-SAIN DRUG STORE, INC.,**  
a Tennessee corporation.

By:   
Name: **Joseph Antio**  
Title: Interim President and Chief Executive  
Officer

[CORPORATE SEAL]

[Signatures continue on following page.]

Accepted by:

ADMINISTRATIVE AGENT:

**REGIONS BANK**, as "Administrative Agent"



By: 

Name: **Daniel J. Wells**

Title: Director

**EXHIBIT A**

Trademarks

<u>Company</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial/Registration Number</u>	<u>File/Registration Date</u>
Fred's Stores of Tennessee, Inc.		United States of America	87977790 / 5532009	December 20, 2016 / July 31, 2018
Fred's Stores of Tennessee, Inc.	FILL90	United States of America	87822814	March 6, 2018
Fred's Stores of Tennessee, Inc.		United States of America	86605811 / 5330124	April 22, 2015 / November 7, 2017