

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545786

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fred's Stores of Tennessee, Inc.		09/11/2019	Corporation: TENNESSEE
Reeves-Sain Drug Store, Inc.		09/11/2019	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	1180 West Peachtree Street NW, Ste 1000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Bank: ALABAMA

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Serial Number:	86438768	FRED'S PHARMACY
Serial Number:	86438827	FRED'S PHARMACY
Serial Number:	86438384	FRED'S SPECIALTY PHARMACY
Serial Number:	86015349	EIRIS
Serial Number:	86111625	FRED'S PHARMACY
Serial Number:	86098487	FRED'S
Serial Number:	85307164	FRED'S LAB TESTED LAB TESTED FOR QUALITY
Serial Number:	85571786	RIGHT VALUE
Serial Number:	85810059	GETMORE REWARDS
Serial Number:	85810055	GETWELL DRUG & DOLLAR
Serial Number:	85799482	SMARTBUCKS
Serial Number:	85490900	FRED'S
Serial Number:	85490885	FRED'S
Serial Number:	85490864	FRED'S SUPER DOLLAR
Serial Number:	85405836	LTE
Serial Number:	85049893	FREDDIE O'S
Serial Number:	77983010	LIVING TRADITIONS
Serial Number:	77875835	SAND TRACKS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77826186	FTQ FRED'S THIRST QUENCHER
Serial Number:	77563743	FRED'S HOMETOWN DISCOUNT STORE
Serial Number:	77563725	FRED'S
Serial Number:	77321915	M&E
Serial Number:	77358071	JOYFUL TRADITIONS
Serial Number:	76660564	FRED'S CANINE CUISINE
Serial Number:	76660563	FRED'S KITTY CUISINE
Serial Number:	75012953	FRED'S SUPER DOLLAR
Serial Number:	75212903	SOUTHERN EXPRESSIONS
Serial Number:	75212900	MISSISSIPPI RIVER BLUES
Serial Number:	75004127	FRED'S XPRESS PHARMACY
Serial Number:	75004125	FRED'S SUPER DOLLAR STORE RX
Serial Number:	74436026	FRED'S
Serial Number:	72422115	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:	87977790	PET CENTRE FUR LOVE
Serial Number:	87198352	PADDY CAKES
Serial Number:	87316742	AQUAWAVE
Serial Number:	87097870	PRICELO
Serial Number:	86605811	MY FIT
Serial Number:	86696087	FRED'S PHARMACY
Serial Number:	86695779	FRED'S PHARMACY
Serial Number:	86682660	FRED'S
Serial Number:	86682653	FRED'S PHARMACY
Serial Number:	86656855	LIL MISS IMAGINATION
Serial Number:	86600823	BOUNCE BACK BUCKS
Serial Number:	87822814	FILL90
Serial Number:	86542362	REEVES SAIN
Serial Number:	86542361	REEVES-SAIN
Serial Number:	87121561	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: 4046815974

Email: aolchaskey@phrd.com

Correspondent Name: Angela Amico olchaskey
Address Line 1: 303 Peachtree Street NE, Suite 3600
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Dan Ennis

SIGNATURE: /dhe/

DATE SIGNED: 10/18/2019

Total Attachments: 11

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif
source=Trademark Security Agreement#page10.tif
source=Trademark Security Agreement#page11.tif

POST-PETITION TRADEMARK SECURITY AGREEMENT

This **POST-PETITION TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 11th day of September, 2019, 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 Delaware corporation having its principal place of business at 2001 Bryan Street, Suite 1550, Dallas, Texas 75201 ("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 Post-Petition Credit Agreement, dated as of September 11, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among Companies, certain of their affiliates, the Lenders (as defined in the Credit Agreement), 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 Liens.

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 and Security 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 Sections 15.3 and 15.4 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. To the extent not prohibited by Applicable Law or any order of the United States Bankruptcy Court for the District of Delaware, 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. To the extent not prohibited by Applicable Law or any order of the United States Bankruptcy Court for the District of Delaware, 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 and subject to compliance with the DIP Financing Orders, 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 Jurisdiction State without giving effect to any conflict of law principles or other rule of law which would cause the application of the law of any jurisdiction other than the law of the Jurisdiction State (but giving effect to, to the extent applicable, the Bankruptcy Code).

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.]

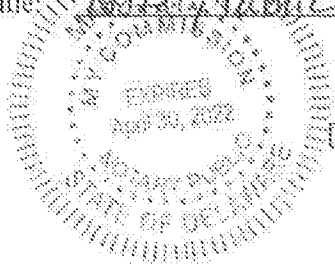
WITNESS the execution hereof as of the date first above written.

ATTEST:

FRED'S STORES OF TENNESSEE, INC.

By: Mary C. Hall
Name: Mary C. Hall
Title: Notary Public

By: [Signature]
Name: Joseph Auto
Title: Chief Executive Officer

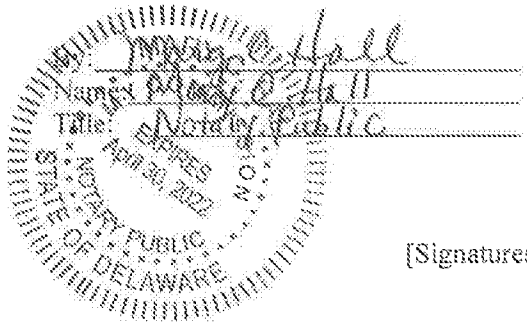


[Signatures continue on the following pages.]

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

ATTEST:

REEVES-SAIN DRUG STORE, INC.



By: _____
Name: Joseph Asto
Title: Chief Executive Officer

[Signatures continue on the following page.]

Accepted:

REGIONS BANK,
as Administrative Agent

By: 
Name: Gene Wilson
Title: Managing Director

EXHIBIT A

Trademark Registrations and Applications

<u>Owner</u>	<u>Type of Intellectual Property</u>	<u>Mark/Patent/Copyright Description</u>	<u>Jurisdiction where Registered</u>	<u>Registration/ Application Number</u>	<u>Serial Number</u>
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S PHARMACY	USA	4768067	86438768
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S PHARMACY	USA	4755948	86438827
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S SPECIALTY PHARMACY	USA	4755923	86438384
Fred's Stores of Tennessee, Inc.	Trademark	EIRIS	USA	4791149	86015349
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S PHARMACY	USA	4525908	86111625
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S	USA	4525879	86098487
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S LAB TESTED LAB TESTED FOR QUALITY, FRED TESTED FOR SATISFACTION	USA	5022690	85307164
Fred's Stores of Tennessee, Inc.	Trademark	RIGHT VALUE	USA	4941579	85571786
Fred's Stores of Tennessee, Inc.	Trademark	GETMORE REWARDS	USA	4379870	85810059
Fred's Stores of Tennessee, Inc.	Trademark	GETWELL DRUG & DOLLAR	USA	4379869	85810055
Fred's Stores of Tennessee, Inc.	Trademark	SMARTBUCKS	USA	4383554	85799482
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S	USA	4771053	85490900
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S	USA	4771052	85490885
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S SUPER DOLLAR	USA	4252832	85490864
Fred's Stores of Tennessee, Inc.	Trademark	LTE	USA	4808710	85405836
Fred's Stores of Tennessee, Inc.	Trademark	FREDDIE O'S	USA	3991103	85049893
Fred's Stores of Tennessee, Inc.	Trademark	LIVING TRADITIONS	USA	4135998	77983010
Fred's Stores of Tennessee, Inc.	Trademark	SAND TRACKS	USA	3948727	77875835
Fred's Stores of Tennessee, Inc.	Trademark	FTQ FRED'S THIRST QUENCHER	USA		77826186
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S HOMETOWN DISCOUNT STORE	USA	3671957	77563743

<u>Owner</u>	<u>Type of Intellectual Property</u>	<u>Mark/Patent/Copyright Description</u>	<u>Jurisdiction where Registered</u>	<u>Registration/ Application Number</u>	<u>Serial Number</u>
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S	USA	3605714	77563725
Fred's Stores of Tennessee, Inc.	Trademark	M&E	USA	4444008	77321915
Fred's Stores of Tennessee, Inc.	Trademark	JOYFUL TRADITIONS	USA	3793634	77358071
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S CANINE CUISINE	USA	3728746	76660564
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S KITTY CUISINE	USA	3609091	76660563
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S SUPER DOLLAR	USA	2054283	75012953
Fred's Stores of Tennessee, Inc.	Trademark	SOUTHERN EXPRESSIONS	USA	2312164	75212903
Fred's Stores of Tennessee, Inc.	Trademark	MISSISSIPPI RIVER BLUES	USA	2388059	75212900
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S XPRESS PHARMACY	USA	2054225	75004127
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S SUPER DOLLAR STORE RX	USA	2054224	75004125
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S	USA	3051906	74436026
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S YOUR KEY TO VALUE	USA	0972584	72422115
Fred's Stores of Tennessee, Inc.	Trademark	FUR LOVE	USA		87281924
Fred's Stores of Tennessee, Inc.	Trademark	MAXX PLAY	USA		87274879
Fred's Stores of Tennessee, Inc.	Trademark	PET CENTRE FUR LOVE & Design	USA		87274823
Fred's Stores of Tennessee, Inc.	Trademark	PET CENTRE FUR LOVE & Design	USA	5532009	87977790
Fred's Stores of Tennessee, Inc.	Trademark	PADDY CAKES	USA	5525465	87198352
Fred's Stores of Tennessee, Inc.	Trademark	AQUA WAVE	USA	5566534	87316742
Fred's Stores of Tennessee, Inc.	Trademark	PRICELO	USA		87097870
Fred's Stores of Tennessee, Inc.	Trademark	MY FIT	USA	5330124	86605811
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S PHARMACY	USA		86696087
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S PHARMACY	USA		86695779
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S	USA	5105931	86682660

<u>Owner</u>	<u>Type of Intellectual Property</u>	<u>Mark/Patent/Copyright Description</u>	<u>Jurisdiction where Registered</u>	<u>Registration/ Application Number</u>	<u>Serial Number</u>
Fred's Stores of Tennessee, Inc.	Trademark	FRED'S PHARMACY	USA	5105930	86682653
Fred's Stores of Tennessee, Inc.	Trademark	LIL MISS IMAGINATION	USA	5110614	86656855
Fred's Stores of Tennessee, Inc.	Trademark	BOUNCE BACK BUCKS	USA	4866073	86600823
Fred's Stores of Tennessee, Inc.	Trademark	FILL 90	USA		87822814
Fred's Stores of Tennessee, Inc.	Trademark	REEVES-SAIN Logo	USA	4844544	86542362
Fred's Stores of Tennessee, Inc.	Trademark	REEVES-SAIN	USA	4849838	86542361
Fred's Stores of Tennessee, Inc.	Trademark	SPECIALTY PHARMACY WITH A PERSONAL TOUCH	USA	5208031	87121561
Fred's Stores of Tennessee, Inc.	Trademark	REEVES-SAIN	Tennessee	46138	TN Reg.
Fred's Stores of Tennessee, Inc.	Trademark	REEVES-SAIN (design)	Tennessee	46135	TN Reg.