

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eckerd Corporation		01/06/2023	Corporation: DELAWARE
Elixir Holdings LLC		01/06/2023	Limited Liability Company: DELAWARE
The Bartell Drug Company		01/06/2023	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
Internal Address:	4th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2963367	COURTESY REFILLS	
Registration Number:	6895775	ELIXIR	
Registration Number:	6570279	ELIXIR	
Registration Number:	6570278	ELIXIR	
Registration Number:	6895776	ELIXIR	
Registration Number:	3191094	BARTELL	
Registration Number:	5166413	BARTELL DRUGS	
Registration Number:	5166414	BARTELL DRUGS	
Registration Number:	3191093	BARTELL DRUGS	
Registration Number:	3195683	BARTELL DRUGS	
Registration Number:	4777312	MYAUTOSCRIPT	
Registration Number:	4849717	MYRXSYNC	
Registration Number:	5079899	NORTHWEST ON TAP	
Registration Number:	4177104	ROCKHOUND	
Registration Number:	4628111	TREATING WASHINGTON WELL SINCE 1890	
Registration Number:	4832711	WASHINGTON'S OWN	
		TRADEMARK	

OP \$440.00 2963367

Property Type	Number	Word Mark
Registration Number:	3095153	WASHINGTON'S OWN DRUGSTORES

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.

Phone: 6172485000

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2012947-0008

NAME OF SUBMITTER: Sara M. Bauer

SIGNATURE: /sara bauer/

DATE SIGNED: 01/10/2023

Total Attachments: 8

source=BofA - Rite Aid - Supplemental Grant of Security Interest in Trademarks (Executed)#page1.tif

source=BofA - Rite Aid - Supplemental Grant of Security Interest in Trademarks (Executed)#page2.tif

source=BofA - Rite Aid - Supplemental Grant of Security Interest in Trademarks (Executed)#page3.tif

source=BofA - Rite Aid - Supplemental Grant of Security Interest in Trademarks (Executed)#page4.tif

source=BofA - Rite Aid - Supplemental Grant of Security Interest in Trademarks (Executed)#page5.tif

source=BofA - Rite Aid - Supplemental Grant of Security Interest in Trademarks (Executed)#page6.tif

source=BofA - Rite Aid - Supplemental Grant of Security Interest in Trademarks (Executed)#page7.tif

source=BofA - Rite Aid - Supplemental Grant of Security Interest in Trademarks (Executed)#page8.tif

SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS

This **SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Agreement"), dated as of January 6, 2023, is made by each Subsidiary of **RITE AID CORPORATION**, a Delaware corporation (the "Borrower") listed on Schedule I 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 by that certain First Amendment to Credit Agreement, dated as of January 6, 2020, as further amended by that certain Second Amendment to Credit Agreement, dated as of August 20, 2021, and as further amended by that certain Third Amendment to Credit Agreement, dated as of December 1, 2022 (and as further 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 supplemented by that certain Supplement No. 1 to the Senior Subsidiary Guarantee Agreement, dated as of August 20, 2021, as further supplemented by that certain Supplement No. 2 to the Senior Subsidiary Guarantee Agreement, dated as of March 31, 2022, and as further supplemented by that certain Supplement No. 3 to Senior Subsidiary Guarantee Agreement, dated as of September 16, 2022, by and among each Grantor and the Senior Collateral Agent (and as further 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, 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 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 its 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 supplemented by that certain Supplement No. 1 to the Senior Subsidiary Security Agreement, dated as of August 20, 2021, as further supplemented by that certain Supplement No. 2 to the Senior Subsidiary Security Agreement, dated as of March 31, 2022, and as further supplemented by that certain Supplement No. 3 to the Senior Subsidiary Security Agreement, dated as of September 16, 2022, by and among each Grantor and the Senior Collateral Agent (and as further 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) all registrations and applications for registration of any trademark in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Patent and Trademark Office, including those identified on Schedule A hereto (collectively, the “Trademarks”), (b) any written agreement to which any Grantor is party, now or hereafter in effect, granting any right to any third party under any trademark now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement (collectively, the “Trademark Licenses”), and (c) 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.

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 any number of 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 agreement. 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.

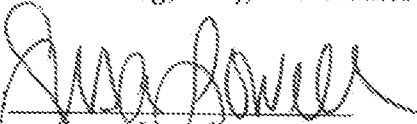
SECTION 7. **Intercreditor Agreements.** Notwithstanding anything herein to the contrary, the terms of this Agreement, and the rights of the Senior Collateral Agent and the Senior Secured Parties hereunder, are subject to each Intercreditor Agreement.

[Remainder of Page Intentionally Left Blank]

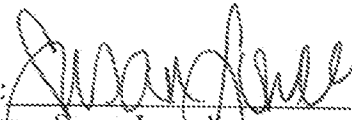
IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademarks to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:


ECKERD CORPORATION (as successor-in-interest to
EDC Licensing, Inc.), as a Grantor

By: 
Name: Susan Lowell
Title: President

ELIXIR HOLDINGS LLC, as a Grantor

By: 
Name: Susan Lowell
Title: Vice President and Assistant Secretary

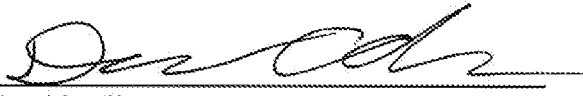
THE BARTELL DRUG COMPANY,
as a Grantor

By: 
Name: Susan Lowell
Title: President

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

SENIOR COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: 

Name: David Adler

Title: Assistant Vice President

Schedule I to the
Supplemental Grant of Security Interest in Trademarks

GRANTORS

Eckerd Corporation, a Delaware corporation (as successor-in-interest to EDC Licensing, Inc.)
Elixir Holdings LLC, a Delaware limited liability company
The Bartell Drug Company, a Washington corporation

Schedule A to the
Supplemental Grant of Security Interest in Trademarks

TRADEMARK COLLATERAL

I. Trademarks

Owner/Applicant	Title/Description	Status	Application No.	Application Date	Registration No.	Registration Date
Eckerd Corporation (as successor-in-interest to EDC Licensing, Inc.)	COURTESY REFILLS	Registered	78392302	29-Mar-2004	2963367	21-Jun-2005
Elixir Holdings LLC	ELIXIR Plus Design	Registered	88835549	16-Mar-2020	6895775	08-Nov-2022
Elixir Holdings LLC	ELIXIR	Registered	88979377	16-Mar-2020	6570279	23-Nov-2021
Elixir Holdings LLC	ELIXIR Plus Design	Registered	88979336	16-Mar-2020	6570278	23-Nov-2021
Elixir Holdings LLC	ELIXIR	Registered	88835557	16-Mar-2020	6895776	08-Nov-2022
The Bartell Drug Company	BARTELL	Registered	78527094	03-Dec-2004	3191094	02-Jan-2007
The Bartell Drug Company	BARTELL DRUGS	Registered	87145140	19-Aug-2016	5166413	21-Mar-2017
The Bartell Drug Company	BARTELL DRUGS	Registered	87145145	19-Aug-2016	5166414	21-Mar-2017
The Bartell Drug Company	BARTELL DRUGS	Registered	78527090	03-Dec-2004	3191093	02-Jan-2007
The Bartell Drug Company	BARTELL DRUGS (Stylized)	Registered	78527097	03-Dec-2004	3195683	09-Jan-2007
The Bartell Drug Company	MYAUTOSCRIPT	Registered	86525583	05-Feb-2015	4777312	21-Jul-2015
The Bartell Drug Company	MYRXSYNC	Registered	86525498	05-Feb-2015	4849717	10-Nov-2015

Schedule A

Owner/Applicant	Title/Description	Status	Application No.	Application Date	Registration No.	Registration Date
The Bartell Drug Company	NORTHWEST ON TAP	Registered	86834842	30-Nov-2015	5079899	08-Nov-2016
The Bartell Drug Company	ROCKHOUND	Registered	85413217	01-Sep-2011	4177104	17-Jul-2012
The Bartell Drug Company	TREATING WASHINGTON WELL SINCE 1890	Registered	86213826	06-Mar-2014	4628111	28-Oct-2014
The Bartell Drug Company	WASHINGTON'S OWN	Registered	86213827	06-Mar-2014	4832711	13-Oct-2015
The Bartell Drug Company	WASHINGTON'S OWN DRUGSTORES	Registered	78527095	03-Dec-2004	3095153	23-May-2006

TRADEMARK

REEL: 007942 FRAME: 0541

RECORDED: 01/10/2023

Schedule A