

11-05-1999

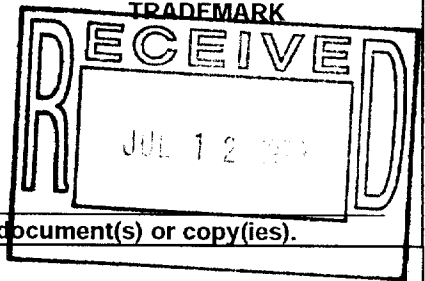


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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK



85-21-6
MPO

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

07/13/1999 MTHAI1 00000073 2207863
01 FC:481 40.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001955 FRAME: 0390

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,207,863"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

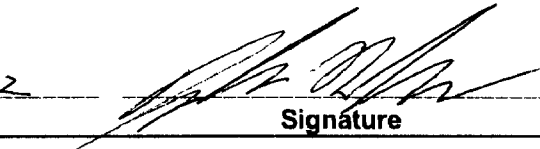
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jonathan Makarowitz

Name of Person Signing



Signature

11/5/99

Date Signed

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

WHEREAS, PHAR-MOR, INC. (the "Borrower"), a Pennsylvania corporation has adopted, used, is using and is the owner of the trademarks listed in the attached Schedule 1 and the registrations and pending applications associated therewith (the "Trademarks");

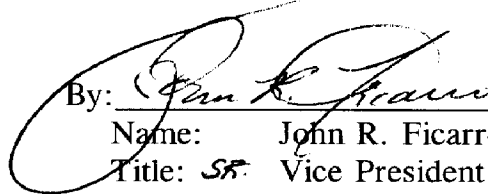
WHEREAS, the Borrower has entered into (i) that certain Amended and Restated Loan and Security Agreement dated as of September 10, 1998 by and among the Borrower, the other Borrowers, the Lenders, and BankAmerica Business Credit, Inc., a Delaware corporation, as agent (together with any successors in such capacity, the "Secured Party") for the Lenders (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined), and (ii) that certain Short-Form Trademark Security Agreement dated as of September 11, 1995, pursuant to which agreements the Borrower has granted a security interest in the Trademarks, as set forth on Schedule I hereto, in favor of the Secured Party as Agent for its benefit and the ratable benefit of the Lender in order to secure the payment of the Obligations; and

WHEREAS, pursuant to Section 6.2 of the Loan Agreement, the Borrower has agreed to execute this Supplemental Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby assigns, conveys, mortgages, pledges, hypothecates and transfers, and hereby grants to the Secured Party according to the terms of the Loan Agreement, a security interest in all of its right, title and interest in, to and under the Trademarks, as listed in the attached Schedule I, including all proceeds of, and any amounts received or receivable in respect of, such Trademarks, as collateral security for the prompt and complete payment and performance when due of all the Obligations.

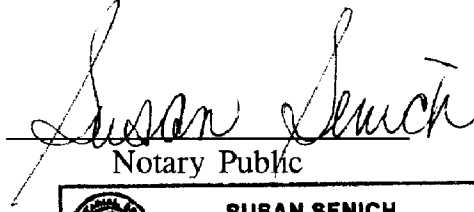
Date:

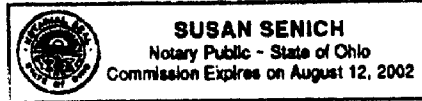
PHAR-MOR, INC.

By: 
Name: John R. Ficarro
Title: ~~SA~~ Vice President

STATE OF OHIO)
 :SS:
COUNTY OF MAHONING)

On this 17th day of March, 1999, personally appeared John R. Ficarro, to me known to me to be a Vice President of Phar-Mor, Inc., the Borrower above named, and acknowledged that he/she executed the foregoing Supplemental Trademark Security Agreement on behalf of said Borrower and pursuant to authority duly received.


Notary Public



Schedule I to Supplemental Trademark Security Agreement

A. REGISTERED TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	KD Karen Dianne and Design	2,207,863	12/8/98

B. PENDING REGISTRATIONS

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
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C. UNREGISTERED TRADEMARKS

<u>Country</u>	<u>Trademark</u>
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