

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

| Name                        | Formerly | Execution Date | Entity Type           |
|-----------------------------|----------|----------------|-----------------------|
| The Pharm of Michigan, Inc. |          | 05/23/2008     | CORPORATION: MICHIGAN |

## RECEIVING PARTY DATA

|                 |                        |
|-----------------|------------------------|
| Name:           | Rite Aid of Ohio, Inc. |
| Street Address: | 30 Hunter Lane         |
| City:           | Camp Hill              |
| State/Country:  | PENNSYLVANIA           |
| Postal Code:    | 17011                  |
| Entity Type:    | CORPORATION: OHIO      |

## PROPERTY NUMBERS Total: 9

| Property Type        | Number  | Word Mark    |
|----------------------|---------|--------------|
| Registration Number: | 1580699 | THE PHARM    |
| Registration Number: | 1749760 | THE PHARM    |
| Registration Number: | 1612542 | THE PHARM RX |
| Registration Number: | 1670978 | THE PHARM RX |
| Registration Number: | 1613492 | THE PHARM    |
| Registration Number: | 1727677 | THE PHARM    |
| Registration Number: | 1753530 | THE PHARM    |
| Registration Number: | 1869431 | THE PHARM    |
| Registration Number: | 2006090 | THE PHARM    |

## CORRESPONDENCE DATA

Fax Number:

(734)747-7147

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone:

7346632445

Email:

schultz@millercanfield.com

Correspondent Name:

Brandy L. Mathie

TRADEMARK

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CH \$240.00 1580699

Address Line 1: 101 N. Main Street  
Address Line 2: 7th Floor  
Address Line 4: Ann Arbor, MICHIGAN 48104

|                         |              |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 111000-00166 |
|-------------------------|--------------|

|                    |                  |
|--------------------|------------------|
| NAME OF SUBMITTER: | Brandy L. Mathie |
|--------------------|------------------|

|            |                 |
|------------|-----------------|
| Signature: | /brandylmathie/ |
|------------|-----------------|

|       |            |
|-------|------------|
| Date: | 07/17/2008 |
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| Total Attachments: 5<br>source=Mathie#page1.tif<br>source=Mathie#page2.tif<br>source=Mathie#page3.tif<br>source=Mathie#page4.tif<br>source=Mathie#page5.tif |
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## **TRADEMARK/SERVICEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "**Assignment**"), dated May 23, 2008, is between The Pharm of Michigan, Inc., a Michigan corporation ("**Assignor**"), and Rite Aid of Ohio, Inc. an Ohio corporation ("**Assignee**") (Assignor and Assignee are sometimes collectively referred to as the "**Parties**" and individually referred to as a "**Party**").

### **RECITALS**

WHEREAS, Seaway Food Town, Inc. ("**Seaway**") and Assignee. are parties to that certain Asset Purchase Agreement, dated March 31, 2008, as amended to date (the "**APA**"), pursuant to which Seaway has agreed to sell, convey, transfer, assign, and deliver to Assignee, or cause to be sold, conveyed, transferred, assigned, and delivered to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, among other things, all of the Assignor's right, title, and interest in and to (a) the tradenames, trademarks, servicemarks and applications connected thereto described or referenced on Schedule A (the "**Marks**") and all goodwill associated therewith, (b) all rights, if any, to file any additional trademark and/or servicemark filings in connection with the foregoing marks anywhere in the world, and (c) all rights, to sue and recover with respect to any improper use of the foregoing anywhere in the world (all of the foregoing are collectively referred to as the "**Transferred Intellectual Property**");

WHEREAS, Seaway is the sole shareholder of Assignor and each of the Marks and Transferred Intellectual Property is registered in its name and used by Seaway with its consent and knowledge; and

WHEREAS, in connection with the consummation of the transactions contemplated by the APA, Assignee has agreed to assign all of its right, title, and interest in and to the Transferred Intellectual Property to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. **Assignment by Assignor**. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Transferred Intellectual Property in the United States of America, in any of its jurisdictions, and in all foreign countries, including any and all goodwill of Assignor associated with such Transferred Intellectual Property and all royalties and payments in connection therewith, together with the right, if any, to sue and recover for any and all past, present, and future infringements or improper activities in connection with such Transferred Intellectual Property. Assignor agrees that the rights transferred to Assignee pursuant to this Assignment include but are not limited to all common law rights to any Transferred Intellectual Property, any and all causes of action and other rights assertable under the Transferred Intellectual Property, and the right to receive and use all benefits obtained from any litigation or enforcement

### **TRADEMARK ASSIGNMENT**

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papers and perform such other and further acts as necessary or appropriate to secure for Assignee all rights herein assigned.

2. **Authorization.** Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the Secretaries of State or other appropriate empowered officials of the relevant States or other appropriate jurisdictions to transfer all registrations and applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Assignment.

3. **Severability; Miscellaneous.** If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. This Assignment may be executed in counterparts, and together, both counterparts will constitute one fully executed Assignment. This Assignment will be governed by and interpreted under Michigan law, without regard to conflict of law principles. Subject to the following sentence, this Assignment will be binding on the parties' respective successors and assigns. No party may assign its rights under this Assignment to any person without the prior written consent of the other party. No failure or delay by either party in exercising any right under this Assignment will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Assignment. This Assignment may only be modified upon the written consent of the Assignor and Assignee.

**[Remainder of page intentionally left blank; signatures and notary follow]**

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IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

**Assignor:**

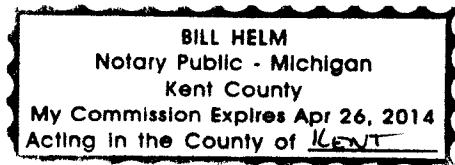
**The Pharm of Michigan, Inc.**

By:   
Alex J. DeYonker

Its: Vice President and Secretary

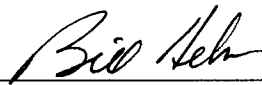
STATE OF MI §  
§  
COUNTY OF KENT §

BEFORE ME, the undersigned, a Notary Public, on this the 16<sup>th</sup> day of MMY, 2008 personally appeared Alex J. DeYonker, Vice President of The Pharm of Michigan, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of said The Pharm of Michigan, Inc., a Michigan Corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.



My Commission Expires:

4-26-2014

  
Notary Public in and for the State of ME  
Acting in the county of: KENT

Bill Helm  
Printed Name of Notary Public

**TRADEMARK ASSIGNMENT – Signature Page**

**Assignee:**

**Rite Aid of Ohio, Inc.**

By: \_\_\_\_\_

I. Lawrence Gelman

Its: Vice President

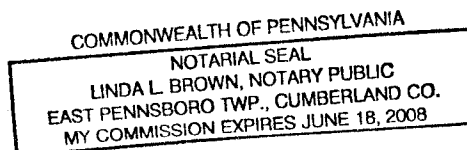
STATE OF Pennsylvania §  
COUNTY OF Cumberland §

BEFORE ME, the undersigned, a Notary Public, on this the 15<sup>th</sup> day of May, 2008, personally appeared I. Lawrence Gelman, Vice President of Rite Aid of Ohio, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of said Rite Aid of Ohio, Inc., an Ohio corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Linda L. Brown  
Notary Public in and for the State of \_\_\_\_\_  
Acting in the county of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public



**TRADEMARK ASSIGNMENT – Signature Page**

**Schedule A**  
**to**  
**Trademark/Service Mark Assignment**

|   |  |                       |                |                     |
|---|--|-----------------------|----------------|---------------------|
| 1 | Serial #: 73712345<br>Mark: THE PHARM    | Filing Dt: 02/22/1988 | Reg #: 1580699 | Reg. Dt: 01/30/1990 |
| 2 | Serial #: 73762709<br>Mark: THE PHARM    | Filing Dt: 11/09/1988 | Reg #: 1749760 | Reg. Dt: 02/02/1993 |
| 3 | Serial #: 73762753<br>Mark: THE PHARM RX | Filing Dt: 11/09/1988 | Reg #: 1612542 | Reg. Dt: 09/11/1990 |
| 4 | Serial #: 73781816<br>Mark: THE PHARM RX | Filing Dt: 02/21/1989 | Reg #: 1670978 | Reg. Dt: 01/07/1992 |
| 5 | Serial #: 73781820<br>Mark: THE PHARM    | Filing Dt: 02/21/1989 | Reg #: 1613492 | Reg. Dt: 09/18/1990 |
| 6 | Serial #: 74219146<br>Mark: THE PHARM    | Filing Dt: 11/05/1991 | Reg #: 1727677 | Reg. Dt: 10/27/1992 |
| 7 | Serial #: 74219214<br>Mark: THE PHARM    | Filing Dt: 11/05/1991 | Reg #: 1753530 | Reg. Dt: 02/23/1993 |
| 8 | Serial #: 74401179<br>Mark: THE PHARM    | Filing Dt: 06/14/1993 | Reg #: 1869431 | Reg. Dt: 12/27/1994 |
| 9 | Serial #: 75005243<br>Mark: THE PHARM    | Filing Dt: 10/13/1995 | Reg #: 2006090 | Reg. Dt: 10/08/1996 |

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