

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673354

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900638561

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Name Rite, L.L.C.		08/20/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Federal Street
Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5715715	+B4Y
Registration Number:	6258269	RITE AID
Registration Number:	6241528	
Registration Number:	6357235	RITE AID DON'T JUST GET HEALTHY. GET THR
Registration Number:	6097477	THRIFTY SINCE 1940

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: 617-248-5000
Email: tadmin@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:	09/09/2021
Total Attachments: 7 source=Rite Aid - Supp. Grant of Security Interest TM (NameRite) EXECUTED#page1.tif source=Rite Aid - Supp. Grant of Security Interest TM (NameRite) EXECUTED#page2.tif source=Rite Aid - Supp. Grant of Security Interest TM (NameRite) EXECUTED#page3.tif source=Rite Aid - Supp. Grant of Security Interest TM (NameRite) EXECUTED#page4.tif source=Rite Aid - Supp. Grant of Security Interest TM (NameRite) EXECUTED#page5.tif source=Rite Aid - Supp. Grant of Security Interest TM (NameRite) EXECUTED#page6.tif source=Rite Aid - Supp. Grant of Security Interest TM (NameRite) EXECUTED#page7.tif	

SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS

This **SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Agreement"), dated as of August 20, 2021, is made by the Subsidiary of **RITE AID CORPORATION**, a Delaware corporation (the "Borrower") listed on Schedule I hereto (such Subsidiary, the "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, and as further amended by that certain Second Amendment to Credit Agreement, dated as of the date hereof (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 Grantor 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, the 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 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, the 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 the Grantor or in which the 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 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 Grantor is required to execute this Agreement.

NOW, THEREFORE, the Grantor 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), the 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 the Grantor or in which the 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 the Grantor is party, now or hereafter in effect, granting any right to any third party under any trademark now or hereafter owned by the Grantor or that the 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 the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 4. **Acknowledgment**. The 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.

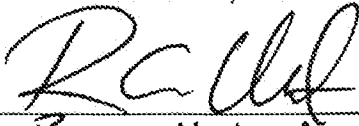
GRANTORS:

EACH OF THE SUBSIDIARIES OF THE
BORROWER LISTED ON SCHEDULE I HERETO,
as Grantors

By: 
Name: Matthew Schroeder
Title: Vice President & Treasurer

SENIOR COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Roger Malouf
Title: SVP

Schedule I to the
Supplemental Grant of Security Interest in Trademarks

GRANTORS

Name Rite, L.L.C., a Delaware limited liability company

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
Name Rite, L.L.C.	+B4Y	Registered	86575109	24-Mar-2015	5715715	02-Apr-19
Name Rite, L.L.C.	New RITE AID Plus Shield Logo	Registered	88835932	16-Mar-2020	6258269	26-Jan-2021
Name Rite, L.L.C.	New Shield Logo	Registered	88835736	16-Mar-2020	6241528	05-Jan-2021
Name Rite, L.L.C.	RITE AID DON'T JUST GET HEALTHY. GET THRIVING. Plus Shield Design	Registered	88835937	16-Mar-2020	6357235	18-May-2021
Name Rite, L.L.C.	THRIFTY SINCE 1940 Logo	Registered	88415029	03-May-2019	6097477	07-07-2020

TRADEMARK

REEL: 007415 FRAME: 0785