

03-16-2001

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To the Honorable Commissioner of the Patent and Trademark Office, please return the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>First Security Bank, National Association, as Collateral Trustee 79 South Main Street Salt Lake City, Utah 84111</p> <p><input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="text-align: center;">2-22-01</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Stephen L. Lafrance Pharmacy, Inc. Internal Address: c/o Mr. John Atwood Street Address: 3017 North Midland Drive City: Pine Bluff State: AR Zip: 71603</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Arkansas</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached. NO (Designations must be a separate document from Assignment)</small></p> <p>Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Agreement; Termination of Assignment</u></p> <p>Execution Date: <u>February 22, 2001</u></p>	

4. Application number(s) or registration number(s):

<p>A. Trademark Application No.(s) No Application Nos.</p>	<p>B. Trademark registration No.(s) 2,077,250; 2,040,356; 2,074,526; 2,074,525; 2,062,824; 1,924,946; 1,682,571; 1,659,074; 2,109,328; 2,105,625; 2,099,670; 1,139,324; 1,139,322; 1,139,321; 895,697; 1,322,678; 1,505,317</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: M. Gayle Corley, P.A. Internal Address: 2000 Regions Center</p> <p>Street Address: 400 West Capitol Avenue City: Little Rock State: AR ZIP 72201</p>	<p>6. Total number of applications and registrations involved <u>17</u></p> <p>7. Total fee (37 CFR 3.41):..... \$ <u>440.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: N/A <small>(Attach duplicate copy of this page if paying by deposit account).</small></p> <p style="text-align: right;">440E</p>
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DO NOT USE THIS SPACE

9. 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.

JOHN ATWOOD John Atwood - Vice President 2/22/2001
Name of Person Signing Signature FINANCE Date

Total number of pages comprising cover sheet: 2

2. Name and address of additional receiving party(ies):

Name: Super D. Drugs Acquisition Co.

Internal Address: c/o Mr. John Atwood

Street Address: 3017 North Midland Drive

City: Pine Bluff State: AR Zip: 71603

Corporation-State: Delaware

RELEASE AND TERMINATION OF
ASSIGNMENT AND SECURITY INTEREST

WHEREAS, on or about September 29, 1997, Stephen L. Lafrance Pharmacy, Inc., an Arkansas corporation, and Super D Drugs Acquisition Co., a Delaware corporation, both of whose chief executive offices and principal places of business are located at 3017 North Midland Drive, Pine Bluff, Arkansas 71603 (collectively, "Debtor"), executed a security agreement and/or assignment (the "Assignment") in favor of First Security Bank, National Association, as Collateral Trustee, whose mailing address is 79 South Main Street, Salt Lake City, Utah 84111 ("Secured Party"), with respect to the trademarks described on Exhibit A attached hereto and made a part hereof by this reference (the "Marks"), all to secure a certain loan advanced by Secured Party to or for the benefit of Debtor on or about the date of the Assignment (the "Loan");

WHEREAS, the Assignment was recorded with respect to each Mark as described on Exhibit A, including the Document Number, and Reel and Frame Numbers therein stated;

WHEREAS, the Loan has now been paid in full, and Secured Party wishes to release its lien on the Marks and terminate the Assignment thereof;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby release its lien on and security interest in the Marks, and terminate the Assignment of the Marks, and Secured Party re-assigns and quitclaims to Debtor, its successors and assigns, without any recourse or warranty whatsoever, as-is, all of Secured Party's right, title and interest in and to the Marks.

FIRST SECURITY BANK, NATIONAL ASSOCIATION,
as Collateral Trustee

By: [Signature]

Title: Vice President

ATTEST:

By: [Signature]

Title: Trust Officer

STATE OF UTAH)

)ss.

COUNTY OF SALT LAKE)

ACKNOWLEDGMENT

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Val T. Orton and Arge Pavlos, being the Vice President and Trust Officer, respectively, of **FIRST SECURITY BANK, NATIONAL ASSOCIATION**, a national banking association, who had been designated by said association to execute the foregoing instrument, to me personally well known, who stated they were the Vice President and Trust Officer of **FIRST SECURITY BANK, NATIONAL ASSOCIATION**, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said association, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21 day of February, 2001.


NOTARY PUBLIC

My Commission expires:

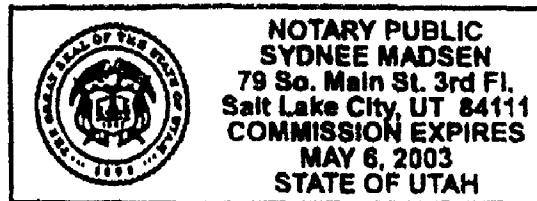


EXHIBIT A
TO
RELEASE AND TERMINATION
OF ASSIGNMENT AND SECURITY INTEREST

Stephen L. Lafrance Pharmacy, Inc.; Super D Drugs Acquisition Co.

Trademark	Registered Owner	Registration No.	Registration Date	Lien Being Released & Terminated
SELECT BRAND	Stephen L. Lafrance, Pharmacy, Inc.	2,077,250	07/08/97	Lien filed 10-22-1997, Doc. #100557275 (Trademark Reel 1644, Frame 654-660).
SELECT BRAND	Stephen L. Lafrance, Pharmacy, Inc.	2,040,356	02/25/97	Lien filed 10-22-1997, Doc. #100557275 (Trademark Reel 1644, Frame 654-660).
SELECT BRAND	Stephen L. Lafrance, Pharmacy, Inc.	2,074,526	06/24/97	Lien filed 10-22-1997, Doc. #100557275 (Trademark Reel 1644, Frame 654-660).
SELECT BRAND	Stephen L. Lafrance, Pharmacy, Inc.	2,074,525	06/24/97	Lien filed 10-22-1997, Doc. #100557275 (Trademark Reel 1644, Frame 654-660).
SELECT BRAND	Stephen L. Lafrance, Pharmacy, Inc.	2,062,824	05/20/97	Lien filed 10-22-1997, Doc. #100557275 (Trademark Reel 1644, Frame 654-660).
SELECT BRAND (and Design)	Stephen L. Lafrance, Pharmacy, Inc.	1,924,946	10/10/95	Lien filed 10-22-1997, Doc. #100557275 (Trademark Reel 1644, Frame 654-660).
SELECT BRAND THE LOWER PRICE NAME BRAND (and Design)	Stephen L. Lafrance, Pharmacy, Inc.	1,682,571	04/14/92	Lien filed 10-22-1997, Doc. #100557275 (Trademark Reel 1644, Frame 654-660).
USA DRUG & BEAUTY MARKET (and Design)	Stephen L. Lafrance, Pharmacy, Inc.	1,659,074	10/01/91	Lien filed 10-22-1997, Doc. #100557275 (Trademark Reel 1644, Frame 654-660).

SUPER D EXPRESS RX (and Design)	Super D. Drugs Acquisition Co.	2,109,328	10/28/97	Lien filed 10-9-1997, Doc. #100549248 (Trademark Reel 1640, Frame 465-471).
SUPER D EXPRESS RX (design with no symbol)	Super D. Drugs Acquisition Co.	2,105,625	10/14/97	Lien filed 10-9-1997, Doc. #100549248 (Trademark Reel 1640, Frame 465-471).
SUPER D EXPRESS RX	Super D. Drugs Acquisition Co.	2,099,670	9/23/97	Lien filed 10-9-1997, Doc. #100549248 (Trademark Reel 1640, Frame 465-471).
SUPER D DISCOUNT DRUGS (and Design)	Super D. Drugs Acquisition Co.	1,139,324	09/02/80	Lien filed 10-9-1997, Doc. #100549248 (Trademark Reel 1640, Frame 465-471).
SUPER D	Super D. Drugs Acquisition Co.	1,139,322	09/02/80	Lien filed 10-9-1997, Doc. #100549248 (Trademark Reel 1640, Frame 465-471).
SUPER D	Super D. Drugs Acquisition Co.	1,139,321	09/02/80	Lien filed 10-9-1997, Doc. #100549248 (Trademark Reel 1640, Frame 465-471).
PAYRITE	Super D. Drugs Acquisition Co.	895,697	07/28/70	Lien filed 10-9-1997, Doc. #100549248 (Trademark Reel 1640, Frame 465-471).
IKE'S	Super D. Drugs Acquisition Co.	1,322,678	02/26/85	Lien filed 10-9-1997, Doc. #100549248 (Trademark Reel 1640, Frame 465-471).
ELEPHANT DESIGN	Super D. Drugs Acquisition Co.	1,505,317	09/20/88	Lien filed 10-9-1997, Doc. #100549248 (Trademark Reel 1640, Frame 465-471).

End of
EXHIBIT A
TO
RELEASE AND TERMINATION
OF ASSIGNMENT AND SECURITY INTEREST
(Exhibit A consists of 2 pages)

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