

06-25-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102134169

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DRI I Inc. and Duane Reade Inc.

6-20-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: August 22, 1999

2. Name and address of receiving party(ies)

Name: Duane Reade International, Inc.

Internal Address:

Street Address: 440 9th Avenue

City: New York State: NY Zip: 10001

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1099871, 1106451, 1106961, 1092555, 1099209, 1105420, 1163199, 1500884, 1784568

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nicholas G. Mehler

Internal Address: Latham & Watkins

Street Address: 885 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41) \$ 240

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

DBYRNE 00000258 1099871

Nicholas G. Mehler Name of Person Signing

Nicholas G. Mehler Signature

6/14/02 Date

Total number of pages including cover sheet, attachments, and document:

5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002530 FRAME: 0834

06/24/2002 DBYRNE 00000258 1099871 01 FC:481 02 FC:482

40.00 OP 200.00 OP

RECORDED 6/14/02

TRANSFER, ASSIGNMENT AND ASSUMPTION
AGREEMENT AND BILL OF SALE

This Transfer, Assignment and Assumption Agreement and Bill of Sale (this "*Agreement*") is made as of the 22nd day of August, 1999, by and among Duane Reade Inc., a Delaware corporation ("*Duane Reade Inc.*"), DRI I Inc., a Delaware corporation ("*DRI*") (each a "*Transferor*" and collectively, the "*Transferors*"), and Duane Reade International, Inc. a Delaware corporation (the "*Transferee*").

1. (a) Each Transferor, as a contribution by such Transferor to the capital of Transferee, pursuant to the Agreement and Plan of Reorganization, dated as of August 22, 1999, by and among the Transferors, the Transferee, Duane Reade and Duane Reade Realty, Inc. and with respect to Duane Reade Inc. in consideration of the receipt of 990 shares of Transferee's common stock, \$.01 par value per share (the "*Common Stock*") and with respect to DRI in consideration of the receipt of 10 shares of Transferee's Common Stock, and in each case for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, does hereby irrevocably assign, convey, transfer and deliver to Transferee, its successors and its assigns, all of such Transferor's right, title and interest in and to:

(i) all federal, state and foreign trademark and service mark registrations, trade names, Internet domain name registrations, copyrights and other intellectual property, and all pending applications therefor, together with the goodwill related to the use thereof and symbolized thereby, and together with the right to sue for the past, present or future infringement of the foregoing assigned intellectual property, for Transferee's own use and enjoyment and for the use and enjoyment of its successors and assigns; and

(ii) all other trademarks, service marks, trade names, copyrights, Internet domain names and other intellectual property rights in which each Transferor has any interest whatsoever, and all other trade secrets, designs, plans, specifications, technical information, know how, assigned know how and certain other proprietary rights, whether or not registered, created or used by or on behalf of such Transferor and whether such use is or will be pursuant to license, sublicense, agreement or permission, together with the goodwill related to the use thereof and symbolized thereby, together with the right to sue for the past, present or future infringement of the foregoing assigned intellectual property, for Transferee's own use and enjoyment and for the use and enjoyment of its successors and assigns (together with clause (ii), the "*Assets*"), including, without limitation, those trademarks listed on Exhibit A hereto.

TO HAVE AND TO HOLD the Assets as a going concern, unto the Transferee, its successors and assigns, to and for its use forever.

(b) Each Transferor hereby covenants and agrees to use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable laws and regulations to convey ownership of the Assets to Transferee and to put Transferee in possession and operational control of the Assets, and to consummate and make effective the transactions contemplated hereby.

(c) Each Transferor hereby irrevocably constitutes and appoints Transferee, to the extent that it may lawfully do so, with full power of substitution for such Transferor, and in its name, place and stead, on behalf and for the benefit of Transferee, to demand and enforce payment and performance of any and all obligations, claims and demands of every conceivable kind included among the Assets; to demand, receive and enjoy the Assets; to give receipts and releases with respect to the same; to institute, prosecute, defend and compromise any and all proceedings at law, in equity, or otherwise which Transferee may deem desirable in order to collect, assert, enforce, defend or enjoy the benefit of any claim, demand, right, title or interest of any conceivable kind with respect to the Assets; and to do any and all such acts and things in connection therewith as Transferee shall deem necessary. Each Transferor hereby declares that the appointment of Transferee so made, and any and all powers so granted to it, are coupled with an interest, shall be irrevocable by such Transferor, and shall survive its dissolution or liquidation.

2. (a) Transferee, as further consideration of the conveyances recited in Section 1 above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, does hereby assume and agree to fully and timely discharge and perform all of the obligations and liabilities of the Transferors which relate exclusively or primarily to the Assets, including, without limitation, all obligations and liabilities with respect to the Assets.

(b) Nothing contained herein shall be construed as enlarging or extending in any manner the period prescribed by any statute of limitations applicable to any of such liabilities or obligations or the rights which any owner, holder or obligee thereof has had, now has, or may hereafter have in respect thereof against each Transferor, or as rendering valid or enforceable against Transferee any liabilities or obligations which, for any reason, would not have been valid and enforceable against such Transferor.

3. All sales, conveyances, assignments, transfers and deliveries made and to be made hereunder are made and will be made without representation or warranty of any kind (including, without limitation, any representation or warranty of title). All assets rights and businesses sold and to be sold, conveyed, assigned, transferred and delivered hereunder are sold and will be sold, conveyed, assigned, transferred and delivered "as is," and each Transferor expressly disclaims any warranties of condition, merchantability or fitness for a particular purpose. This Agreement is made, however, with full rights of substitution and subrogation of each Transferor in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the Assets.

4. Regardless of when executed, this Agreement shall be effective for all purposes as of 12:01 a.m. central standard time on August 22, 1999.

5. The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

6. This document may be executed in any number of counterparts, all of which together shall constitute one and the same document.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws.

[Signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement,
all as of the date first above written.

DUANE READE INC., as Transferor

By: 

Name: William J. Tennant
Title: Senior Vice President

DRI I INC., as Transferor

By: 

Name: William J. Tennant
Title: Senior Vice President

Acknowledged and Agreed:

DUANE READE INTERNATIONAL, INC., as Transferee

By: 

Name: William J. Tennant
Title: Senior Vice President

Exhibit A

| Trademark or Service Mark | Trademark Registration Number | Where Registered | Date Issued |
|----------------------------------|------------------------------------------|-------------------------|--------------------|
| DR (stylized) | 1099871 | United States | 08/15/78 |
| DUANE READE | 1106451 | United States | 11/21/78 |
| DR (stylized) | 1106961 | United States | 11/28/78 |
| DUANE READE | 1092555 | United States | 05/30/78 |
| DR (stylized) | 1099209 | United States | 08/15/78 |
| DUANE READE | 1105420 | United States | 11/07/78 |
| ROCKBOTTOM | 1163199 | United States | 07/28/81 |
| ROCKBOTTOM | 1500884 | United States | 08/18/88 |
| RXCELLENT SERVICE and Design | 1784568 | United States | 07/27/93 |

Exhibit A - 1

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