

08-27-2004

8-26-04

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



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

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

1. Name of conveying party(ies): Stephen L. LaFrance Holdings, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: General Electric Capital Corporation Internal Address: Street Address: 201 Merritt 7 City: Norwalk State: CT Zip: 06851 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: IP Security Agreement dated 07/13/04

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached Exhibit B B. Trademark Registration No.(s) See attached Exhibit B Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Maggie Curran Internal Address: Paul, Hastings, Janofsky & Walker LLP Street Address: 1055 Washington Boulevard City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 38 7. Total fee (37 CFR 3.41): \$ 965.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

9. Signature. Maggie Curran Name of Person Signing Signature Date August 24, 2004 Total number of pages including cover sheet, attachments, and document: 28

08/27/2004 JJALLAH2 00000006 1718987

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

TRADEMARK REEL: 003037 FRAME: 0381

EXHIBIT A
Continuation of Item 1

May's Drug Stores, Inc.
Super D Drugs Acquisition Co.
Stephen L. LaFrance Pharmacy, Inc.

EXHIBIT B
Continuation of Item 4

COMPANY	TRADEMARK	REGISTRATION NO.	SERIAL NUMBER
May's Drug Stores, Inc.	May's	1,718,987	73-226,158
May's Drug Stores, Inc.	MOR-VAL	1,221,384	73-224,098
May's Drug Stores, Inc.	MOR VAL	2,218,688	75-385,584
Super D Drugs Acquisition Co.	SUPER D	2,329,049	75-646,201
Super D Drugs Acquisition Co.	IKE'S	1,322,678	73-470,151
Super D Drugs Acquisition Co.	SUPER D DISCOUNT DRUGS	1,139,324	72-373,343
Super D Drugs Acquisition Co.	SUPER D EXPRESS R	2,109,328	74-400,502
Super D Drugs Acquisition Co.	SUPER D	1,139,322	72-371,919
Super D Drugs Acquisition Co.	SUPER D	1,139,321	72-320,971
Super D Drugs Acquisition Co.	**Design Only**	1,505,317	73-692,053
Super D Drugs Acquisition Co.	SUPER D EXPRESS RX	2,099,670	74-395,278
Super D Drugs Acquisition Co.	SUPER D EXPRESS RX	2,105,625	74-400,501
Stephen L. LaFrance Pharmacy, Inc.	SELECT BRAND	2,092,615	75-047,194
Stephen L. LaFrance Pharmacy, Inc.	SELECT BRAND	2,192,520	75-047,195
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,817,074	78-157,503

COMPANY	TRADEMARK	REGISTRATION NO.	SERIAL NUMBER
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND THE LOWER PRICE NAME BRAND	1,682,571	74-010,475
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,004,845	74-556,954
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,062,824	75-047,191
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,194,033	75-047,197
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,043,198	75-047,710
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,133,136	75-047,192
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,074,525	75-047,193
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,077,250	75-100,357
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,072,655	75-003,725
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,074,526	75-047,196
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,003,314	75-047,199
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,040,356	75-070,716
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,118,392	75-082,514
Stephen L. LaFrance Holdings, Inc.	SELECT BRAND	2,003,313	75-047,190
Stephen L. LaFrance Holdings, Inc.	AMERICA'S LOW PRICE DRUG STORE	2,593,128	75-709,393
Stephen L. LaFrance Holdings, Inc.	USA DRUG AMERICA'S LOW PRICE DRUG	2,587,074	75-678,448

COMPANY	TRADEMARK	REGISTRATION NO.	SERIAL NUMBER
	STORE!		
Stephen L. LaFrance Holdings, Inc.	USA DRUG EXPRESS	2,702,797	75-573,252
Stephen L. LaFrance Holdings, Inc.	USA DRUG EXPRESS	2,713,722	75-573,103
Stephen L. LaFrance Holdings, Inc.	USA DRUG	2,769,407	75-573,253
Stephen L. LaFrance Holdings, Inc.	USA DRUG	2,769,408	75-573,254
Stephen L. LaFrance Holdings, Inc.	AMERICA'S LOW PRICE DRUG STORE	Pending	78-331,773
Stephen L. LaFrance Holdings, Inc.	USA DRUG	Pending	78/450138
Stephen L. LaFrance Holdings, Inc.	USADRUG.COM	Pending	78/450113

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of July 13, 2004, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Credit Agreement described below ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among SUPER D DRUGS ACQUISITION CO., a Delaware corporation, d/b/a Super D Drugs, Super D Express Rx, Ike's, USA Drug and USA Drug Express ("Super D"), and STEPHEN L. LA FRANCE PHARMACY, INC. an Arkansas corporation, d/b/a USA Drug, SAJ Distributors and Select Brand Distributors ("La France Pharmacy" and together with Super D and any other Person who joins this Agreement as a Borrower (including without limitation, MAY'S DRUG STORES, INC., an Oklahoma corporation ("Mays"), and MED-X CORPORATION ("Med-X"), collectively referred to herein as the "Borrowers" and individually as a "Borrower"), the other Credit Parties thereto, GENERAL ELECTRIC CAPITAL CORPORATION, for itself, as a Lender, and as Agent for Lenders, and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrower; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrower under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and in order to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges,

hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the “Intellectual Property Collateral”):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors’ Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from,

Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms the covenants of Grantor with respect to the Intellectual Property Collateral in the Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other

communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.


10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

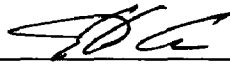
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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

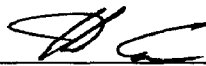
SUPER D DRUGS ACQUISITION CO,
a Delaware corporation

By: 
Name: Stephen L. LaFrance, Jr.
Title: Vice President

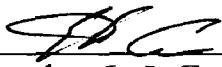
STEPHEN L. LA FRANCE PHARMACY, INC.,
an Arkansas corporation

By: 
Name: Stephen L. LaFrance, Jr.
Title: Vice President

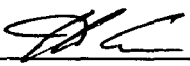
STEPHEN L. LAFRANCE HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Stephen L. LaFrance, Jr.
Title: Vice President

USA/SUPER D FRANCHISING, INC.,
a Delaware corporation


By: 
Name: Stephen L. LaFrance, Jr.
Title: Vice President

SLFH AIR, LLC,
an Arkansas limited liability company

By: 
Name: Stephen L. LaFrance, Jr.
Title: Authorized Representative

Acknowledged and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 

Name: Craig Winslow

Its: Duly Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
N/A			

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
N/A			

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
N/A			

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Med-X Corporation	Drug Mart	No. 22253 and 22254 (OK)	
May's Drug Stores, Inc.	MOR●VAL	No. 2,218,688	
May's Drug Stores, Inc.	May's	No. 1,718,987	
May's Drug Stores, Inc.	MOR●VAL	No. 1,221,384	

SEE ATTACHED

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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SEE ATTACHED


III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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N/A

TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
AMERICA'S LOW PRICE DRUG STORE	2,593,128 (Supp. Reg.)	Registered 7/9/02.	Retail drug store services in Class 35	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794).
AMERICA'S LOW PRICE DRUG STORE	78/331,773	Filed 11/21/03.	Retail drug store services in Class 35	Stephen L. LaFrance Holdings, Inc.	None.
Elephant Design 	1,505,317	Registered 9/20/88. Sections 8/15	Retail variety store services in Class 42	Super D Drugs Acquisition Co.	Security Interests: 1. Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1640/0142). 2. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). 3. First Security Bank's security interest of 9/30/97 (USPTO Reel: 1640/0465) was released on 2/22/01 (USPTO Reel: 2252/0310).
IKE'S	1,322,678	Registered 2/26/85. Sections 8/15	Retail variety store services in Class 42	Super D Drugs Acquisition Co.	Assignments: 1. M&H Drugs, Inc. to Super D Drugs Acquisition Co. on 9/30/97 (USPTO Reel: 1810/0579). Security Interests: 1. Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1640/0142). 2. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). 3. First Security Bank's security interest of 9/30/97 (USPTO Reel: 1640/0465) was released on 2/22/01 (USPTO Reel: 2252/0310). Assignments: 1. Malone & Hyde, Inc. to M&H Drugs, Inc. on 9/25/90 (USPTO Reel: 0740/0749). 2. M&H Drugs Inc. to Super D Drugs Acquisition Co. on 9/30/97 (USPTO Reel: 1810/0579).

TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
SELECT BRAND	2,003,313	Registered 9/24/96. Sections 8/15	Mineral water in Class 32	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). Assignments: 1. Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 2/20/01 (USPTO Reel: 2255/0805). 2. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).
SELECT BRAND	2,003,314	Registered 9/24/96. Sections 8/15	Motion sickness tablets, gas relief drops, preparation for removing ear wax, lice treatment preparation kit, anti fungal solution, corn/callus remover, wart remover, enema preparations, and medical adhesive tape in Class 5	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). Assignments: 1. Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 2/20/01 (USPTO Reel: 2255/0805). 2. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).
SELECT BRAND	2,004,845	Registered 10/1/96. Sections 8/15	Hair tonic, suntan lotion and oil, in Class 3; medication to relieve pre-menstrual cramps; vaginal suppositories; and electrolyte replacement solution for rehydration; astringent; medication to relieve stress; hemorrhoidal pads, in Class 5; and orthopedic insoles and asthma inhalers, in Class 10	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). Assignments: 1. Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 2/20/01 (USPTO Reel: 2255/0805). 2. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).

TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
SELECT BRAND	2,040,356	Registered 2/25/97. Sections 8/15	Light bulbs in Class 11	Stephen L. LaFrance Holdings, Inc.	<p>Security Interests:</p> <ol style="list-style-type: none"> Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1642/0718). Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). First Security Bank's security interest of 9/30/97 (USPTO Reel: 1644/0718) was released on 2/22/01 (USPTO Reel: 2252/0310). <p>Assignments:</p> <ol style="list-style-type: none"> Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 9/30/97 (USPTO Reel: 1646/0747). Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).
SELECT BRAND	2,043,198	Registered 3/11/97. Section 8	Baby wipes, in Class 3; disposable baby bottles, in Class 10; and hair combs and hair brushes, in Class 21	Stephen L. LaFrance Holdings, Inc.	<p>Security Interests:</p> <ol style="list-style-type: none"> Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). <p>Assignments:</p> <ol style="list-style-type: none"> Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 2/20/01 (USPTO Reel: 2255/0805). Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).

TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
SELECT BRAND	2,062,824	Registered 5/20/97. Sections 8/15	Fingernail and toenail implements, namely, emery boards, in Class 3; and fingernail and toenail implements, namely, clippers, in Class 8	Stephen L. LaFrance Holdings, Inc.	<p>Security Interests:</p> <ol style="list-style-type: none"> Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1642/0718). Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). First Security Bank's security interest of 9/30/97 (USPTO Reel: 1644/0654) was released on 2/22/01 (USPTO Reel: 2252/0310). <p>Assignments:</p> <ol style="list-style-type: none"> Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 9/30/97 (USPTO Reel: 1646/0747). Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).
SELECT BRAND	2,072,655	Registered 6/17/97. Sections 8/15	Air freshener in Class 5	Stephen L. LaFrance Holdings, Inc.	<p>Security Interests:</p> <ol style="list-style-type: none"> Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). <p>Assignments:</p> <ol style="list-style-type: none"> Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 2/20/01 (USPTO Reel: 2255/0805). Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).

TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
SELECT BRAND	2,074,525	Registered 6/24/97. Sections 8/15	Furniture dusting spray in Class 3	Stephen L. LaFrance Holdings, Inc.	<p>Security Interests:</p> <ol style="list-style-type: none"> Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1642/0718). Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). First Security Bank's security interest of 9/30/97 (USPTO Reel: 1644/0654) was released on 2/22/01 (USPTO Reel: 2252/0310). <p>Assignments:</p> <ol style="list-style-type: none"> Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 9/30/97 (USPTO Reel: 1646/0747). Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).
SELECT BRAND	2,074,526	Registered 6/24/97. Sections 8/15	Pregnancy test for home use in Class 5	Stephen L. LaFrance Holdings, Inc.	<p>Security Interests:</p> <ol style="list-style-type: none"> Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1642/0718). Subject to Amresco Security Agreement of 2/28/01, (USPTO Reel: 2261/0794). First Security Bank's security interest of 9/30/97 (USPTO Reel: 1644/0654) was released on 2/22/01 (USPTO Reel: 2252/0310). <p>Assignments:</p> <ol style="list-style-type: none"> Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 9/30/97 (USPTO Reel: 1646/0747). Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).

TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
SELECT BRAND	2,118,392	Registered 12/2/97. Sections 8/15	All purpose glue/stick glue for stationery or household use in Class 16	Stephen L. LaFrance Holdings, Inc.	Assignments: 1. Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 2/20/01 (USPTO Reel: 2255/0805). 2. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).
SELECT BRAND	2,133,136	Registered 1/27/98. Sections 8/15	Antibacterial liquid skin soap in Class 3	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). Assignments: 1. Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 2/20/01 (USPTO Reel: 2255/0805). 2. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).
SELECT BRAND	2,192,520	Registered 9/29/98.	Facial sponges for cosmetic purposes, and sponges for household purposes, in Class 21	Stephen L. LaFrance Pharmacy, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). Assignments: 1. Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 2/20/01 (USPTO Reel: 2255/0805).
SELECT BRAND	2,194,033	Registered 10/6/98.	Bathroom cleaner, oven cleaner, and rug cleaner in Class 3	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). Assignments: 1. Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 2/20/01 (USPTO Reel: 2255/0805). 2. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).


TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
SELECT BRAND	2,817,074	Registered 2/24/04.	Toothpaste; denture cleanser; skin lotion and cream; beauty oil; baby oil; non-medicated baby skin ointment for diaper rash; baby bath crystals, foam, and gel; baby lotion; baby powder; baby shampoo; personal deodorant; dishwashing powder and liquid; laundry detergent; glass cleaning solution; liquid general purpose cleaning solution; men's aftershave gel and lotion; baby wipes; furniture dusting spray; breath freshener spray; non-medicated feminine douche and cream; non-medicated foot cream; and pre-moistened cosmetic towelettes, in Class 3; medicated feminine douche and cream; medical adhesive tape and bandages; iodine solution; antihistamines; hydrocortisone; anesthetic cream; medicated foot cream; antifungal cream; artificial tears; liquid mouth and gum pain relief medications; denture adhesive cream; dandruff and therapeutic shampoos; pharmaceuticals for use as sleep and stay awake aids; air freshener; pregnancy test for home use; adult nutritional drink for use as a meal replacement; all purpose disinfectant spray; pharmaceutical preparation in the nature of pain-relieving toothache gel; pre-moistened medicated towelettes; feminine hygiene cleansing towelettes, in Class 5; dental floss; disposable baby bottles; medical thermometers; and latex medical gloves, in Class 10; and disposable latex gloves for general use; pre-moistened towelettes for cleaning; toothbrushes; hair combs and hair brushes, in Class 21	Stephen L. LaFrance Holdings, Inc.	Assignment: 1. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).

TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
SELECT BRAND THE LOWER PRICE NAME BRAND (and Design) 	1,682,571	Registered 4/14/92. Sections 8 & 8/9	Talcum powder, nail polish remover, all purpose cotton swabs, in Class 3; laxatives, analgesics, vitamins, oral gargle preparations, antacids, antibiotic skin preparations, cough/cold/ allergy/sinus preparations, rectal ointment preparations, rectal suppository preparations, throat lozenges, saline solution for eyes/contact lens, appetite suppressants, eye drops, petroleum jelly, in Class 5; and razor blades, in Class 8	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1642/0718). 2. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). 3. First Security Bank's security interest of 9/30/97 (USPTO Reel: 1644/0654) was released on 2/22/01 (USPTO Reel: 2252/0310). Assignments: 1. Select Brand Distributors, Inc. to Stephen L. LaFrance Pharmacy, Inc. on 9/30/97 (USPTO Reel: 1646/0747). 2. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).
SUPER D	1,139,321 Concurrent use with Reg. No. 1139322 (now owned by Super D Drugs Acquisition Co.) and Ser. No. 72/371920 (canceled 1/29/87).	Registered 9/2/80. Sections 8/15 & 8/9	Variety store services in Class 42	Super D Drugs Acquisition Co.	Security Interests: 1. Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1640/0142). 2. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). 3. First Security Bank's security interest of 9/30/97 (USPTO Reel: 1640/0465) was released on 2/22/01 (USPTO Reel: 2252/0310). Assignments: 1. Regal Drugs, Inc. to Malone & Hyde, Inc. (Tenn. corp.) on 12/16/1976 (USPTO Reel: 0300/0023). 2. Malone & Hyde, Inc. (Del. corp., successor to Tenn. corp.) to M & H Drugs, Inc. (Del. corp.) on 6/5/86 (USPTO Reel: 0783/0122). 3. Malone & Hyde, Inc. (Tenn corp.) to M & H Drugs Franchising Inc. (Del. corp.) on 6/18/86 (USPTO Reel: 0536/0493). 4. M & H Drugs, Inc. (Del. corp.) to Super D Drugs Acquisition Co. on 9/30/97 (USPTO Reel: 1810/0579).


TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
SUPER D	1,139,322 Concurrent use with Reg. Nos. 1139321 and 1139324 (now owned by Super D Drugs Acquisition Co.).	Registered 9/2/80. Sections 8/15 & 8/9	Retail store services featuring the sale of drugs, groceries, and general merchandise in Class 42	Super D Drugs Acquisition Co.	<p>Security Interests:</p> <ol style="list-style-type: none"> Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1640/0142). Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). First Security Bank's security interest of 9/30/97 (USPTO Reel: 1640/0465) was released on 2/22/01 (USPTO Reel: 2252/0310). <p>Assignments:</p> <ol style="list-style-type: none"> The Fleming Co., Incorporated to The Fleming Companies, Inc. by change of name on 4/28/72 (USPTO Reel: 0227/0784). The Fleming Companies, Inc. et al to Fleming Companies, Inc. by change of name recorded 2/10/77 (USPTO Reel: 0302/0326). Fleming Companies, Inc. into Fleming Management, Inc. via merger on 2/27/81 (USPTO Reel: 0435/0344). Fleming Companies, Inc. to M & H Drug Franchising, Inc. on 9/8/88 (USPTO Reel: 1403/0554). M & H Drugs Franchising, Inc. to M & H Drugs, Inc. on 10/18/95 (USPTO Reel: 1404/0604). M&H Drugs Inc. to Super D Drugs Acquisition Co. on 9/30/97 (USPTO Reel: 1810/0579).
SUPER D	2,329,049	Registered 3/14/00.	Retail drug store services; retail store services in the fields of health and beauty aids, paper products, greeting cards, food, school supplies and household goods; retail pharmacy services in Class 35	Super D Drugs Acquisition Co.	<p>Security Interests:</p> <ol style="list-style-type: none"> Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794) [USPTO SHOWS SECURITY INTEREST AS GRANTED BY STEPHEN L. LAFRANCE PHARMACY, INC. RATHER THAN BY SUPER D DRUGS ACQUISITION CO.]



TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
<p>SUPER D DISCOUNT DRUGS (and Design)</p> 	<p>1,139,324 Concurrent use with Reg. No. 1139322 (now owned by Super D Drugs Acquisition Co.) and Ser. No. 72/371920 (canceled 1/29/87).</p>	<p>Registered 9/2/80. Sections 8/15 & 8/9</p>	<p>Retail drug store services in Class 42</p>	<p>Super D Drugs Acquisition Co.</p>	<p>Security Interests:</p> <ol style="list-style-type: none"> Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1640/0142). Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). First Security Bank's security interest of 9/30/97 (USPTO Reel: 1640/0465) was released on 2/22/01 (USPTO Reel: 2252/0310). <p>Assignments:</p> <ol style="list-style-type: none"> Malone & Hyde, Inc. (Tenn. corp.) et al into Malone & Hyde, Inc. (Tenn. corp.) via merger on 6/29/74 (USPTO Reel: 0279/0014). Malone & Hyde, Inc. (Del. corp., successor to Tenn. corp.) to M & H Drugs, Inc. (Del. corp.) on 6/5/86 (USPTO Reel: 0783/0122). Malone & Hyde, Inc. (Tenn corp.) to M & H Drugs Franchising Inc. (Del. corp.) on 6/18/86 (USPTO Reel: 0536/0493). M & H Drugs, Inc. (Del. corp.) to Super D Drugs Acquisition Co. on 9/30/97 (USPTO Reel: 1810/0579).
<p>SUPER D EXPRESS RX</p>	<p>2,099,670</p>	<p>Registered 9/23/97. Sections 8/15</p>	<p>Pharmacy services in Class 42</p>	<p>Super D Drugs Acquisition Co.</p>	<p>Security Interests:</p> <ol style="list-style-type: none"> Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1640/0142). Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). First Security Bank's security interest of 9/30/97 (USPTO Reel: 1640/0465) was released on 2/22/01 (USPTO Reel: 2252/0310). <p>Assignments:</p> <ol style="list-style-type: none"> M&H Drugs, Inc. to Super D Drugs Acquisition Co. on 9/30/97 (USPTO Reel: 1810/0579).






TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
SUPER D EXPRESS RX (stylized) 	2,105,625	Registered 10/14/97. Sections 8/15	Pharmacy services in Class 42	Super D Drugs Acquisition Co.	Security Interests: 1. Subject to Fleet Capital Corporation Security Agreement of 9/30/97 (USPTO Reel: 1640/0142). 2. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). 3. First Security Bank's security interest of 9/30/97 (USPTO Reel: 1640/0465) was released on 2/22/01 (USPTO Reel: 2252/0310). Assignments: 1. M&H Drugs, Inc. to Super D Drugs Acquisition Co. on 9/30/97 (USPTO Reel: 1810/0579).
USA DRUG	78/450138	Filed 7/13/04.	Retail drug stores; retail store services in the fields of health and beauty aids, paper products, greeting cards, food, school supplies and household goods; retail pharmacy services; on-line prescription refills, on-line pharmacy services in Class 35; photo processing services in Class 40; providing in-store patient health advice and consultation; medical testing and medical services in Class 44	Stephen L. LaFrance Holdings, Inc.	None.
USA DRUG (and Design, color) 	2,769,407	Registered 9/30/03.	Retail drug stores; retail store services in the fields of health and beauty aids, paper products, greeting cards, food, school supplies and household goods; retail pharmacy services in Class 35	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). Assignments: 1. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).

TRADEMARK PROPERTIES

Stephen L. LaFrance Holdings, Inc., a Delaware corporation; and
Super D Drugs Acquisition Co., a Delaware corporation

Mark (alphabetical order)	Reg/Ser No.	Status	Goods/Services	Registered Owner	Recorded Security Interests & Assignments:
USA DRUG (and Design, color) 	2,769,408	Registered 9/30/03.	Retail drug stores; retail store services in the fields of health and beauty aids, paper products, greeting cards, food, school supplies and household goods; retail pharmacy services in Class 35	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). Assignments: 1. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).
USA DRUG AMERICA'S LOW PRICE STORE (and Design) 	2,587,074	Registered 7/2/02.	Retail drug stores in Class 35	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794).
USADRUG.COM 	78/450113	Filed 7/13/04.	Providing on-line pharmacy services; on-line retail drug stores; on-line retail services in the field of prescription refills and health aids in Class 35; photo processing services in Class 40.	Stephen L. LaFrance Holdings, Inc.	None.
USA DRUG EXPRESS (and Design, color) 	2,702,797	Registered 4/1/03.	Retail drug stores; retail store services in the fields of health and beauty aids, paper products, greeting cards, food, school supplies and household goods; retail pharmacy services in Class 35	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). Assignments: 1. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).
USA DRUG EXPRESS (and Design, color) 	2,713,722	Registered 5/6/03.	Retail drug stores; retail store services in the fields of health and beauty aids, paper products, greeting cards, food, school supplies and household goods; retail pharmacy services in Class 35	Stephen L. LaFrance Holdings, Inc.	Security Interests: 1. Subject to Amresco Security Agreement of 2/28/01 (USPTO Reel: 2261/0794). Assignments: 1. Stephen L. LaFrance Pharmacy, Inc. to Stephen L. LaFrance, Holdings, Inc. on 6/28/04 (USPTO Reel: 2885/0471).

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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N/A

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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N/A

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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N/A

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of [____], 200__ (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between [Grantors], as Grantor and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto as Grantor.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title: