

08-17-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



102815191

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

8-16-04

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

1. Name of conveying party(ies): Fleet Retail Finance, Inc. 40 Broad Street Boston, Massachusetts 02109

2. Name and address of receiving party(ies) Name: Duane Reade Internal Address: Street Address: 440 Ninth Avenue City: New York State: NY Zip: 10001

3. Nature of conveyance: [X] Other Security Interest Termination Execution Date: July 30, 2004

4. Application number(s) or registration number(s): Trademark Application No.(s) 78/126148, 78/126135, 78/126129, 78/035616

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

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Doron Goldstein, Esq. Internal Address: Paul, Weiss, Riffkind, Wharton & Garrison LLP Street Address: 1285 Avenue of the Americas City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved: 12 7. Total fee (37 CFR 3.41) \$ 315.00 [X] Authorized to be charged to deposit account 8. Deposit account number: 500706

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. Doron Goldstein Name of Person Signing [Signature] Signature 8/13/04 Date

Total number of pages including cover sheet, attachments, and documents: 12

08/17/2004 LMUELLER 00000016 500706 78126148

01 FC:8521 40.00 DA 02 FC:8522 275.00 DA

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

700160998

TRADEMARK REEL: 003061 FRAME: 0739

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

2. Additional names and addresses of receiving parties:

DUANE READE INC.
440 Ninth Avenue
New York, NY 10001
Delaware Corporation

DRI I INC.
440 Ninth Avenue
New York, NY 10001
Delaware Corporation

DUANE READE INTERNATIONAL, INC.
P.O. Box 32216
Newark, New Jersey 07102
Delaware Corporation

DUANE READE REALTY, INC.
440 Ninth Avenue
New York, NY 10001
Delaware Corporation

SECURITY INTEREST TERMINATION

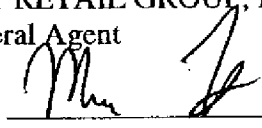
WHEREAS, Duane Reade, Duane Reade Inc., DRI I Inc., Duane Reade Realty, Inc. and Duane Reade International, Inc. (individually, a "Grantor" and collectively, the "Grantors"), granted a security interest to Fleet Retail Group, Inc. (f/k/a by change of name Fleet Retail Finance Inc.), as collateral agent (in such capacity, the "Collateral Agent") in Grantors' IP Collateral, as that term is defined in, and pursuant to, a certain Intellectual Property Security Agreement dated as of July 21, 2003 (the "Agreement"), which was filed at the United States Patent and Trademark Office on July 31, 2003 and recorded on Reel 002693 and beginning on Frame 0023; and

WHEREAS, the security interests of the Collateral Agent in the Intellectual Property pursuant to the Agreement have been terminated.

NOW, THEREFORE, the Collateral Agent releases its security interest in, and reassigns to the Grantors, any and all interest it has, if any, in, the IP Collateral, including, but not limited to, the Trademarks, Trademark Licenses, Patents and Patent Licenses (as those terms are defined in the Agreement) listed on Schedule A attached hereto and declares as null and void all liens, security interests, and other claims, including any claim of ownership, of Collateral Agent with respect to the IP Collateral arising from the Agreement. The Collateral Agent agrees that, upon the request of the Grantors, and at the expense of the Grantors, the Collateral Agent will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the Grantors to effectuate the release of security interest contemplated herein.

IN WITNESS WHEREOF, the Collateral Agent and the Grantors have caused this Security Interest Termination to be executed as of this 30th day of July, 2004.

FLEET RETAIL GROUP, INC., as
Collateral Agent

By:  _____

Name: Mark Forti

Title: Managing Director

GRANTORS:

DUANE READE

By: DUANE READE INC., its General Partner

By: DR
Name: _____
Title: _____

By: Richard B...
Name: _____
Title: _____

By: DRI INC., its General Partner

By: DR
Name: _____
Title: _____

By: Richard B...
Name: _____
Title: _____

DUANE READE INC.

By: DR
Name: _____
Title: _____

By: Richard B...
Name: _____
Title: _____

DRI INC.

By: DR
Name: _____
Title: _____

By: Richard B...
Name: _____
Title: _____

DUANE READE INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DUANE READE REALTY, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS, SS
COUNTY OF SUFFOLK

Then personally appeared before me the above-named Mark Forti of Fleet Retail Group, Inc. and acknowledged the foregoing to be his free act and deed and the free act and deed of Fleet Retail Group, Inc. this 30th day of July, 2004.

Marjorie Corder
Notary Public:
My commission expires: 9/30/10

STATE OF New York
_____, SS
COUNTY OF New York

Then personally appeared before me the above-named John Henry, the SVP + CFO of each of Duane Reade, Inc., DRI I, Inc., Duane Reade Realty, Inc., and Duane Reade International, Inc., and acknowledged the foregoing to be his/her free act and deed and the free act and deed of each of Duane Reade, Inc., DRI I, Inc., Duane Reade Realty, Inc., and Duane Reade International, Inc. this ___ day of _____, 2004.

Notary Public:
My commission expires:

BINYOMIN KAPLAN
NOTARY PUBLIC, State Of New York
No. 02KA6054207
Qualified in Richmond County
Commission Expires Jan. 29, ~~2005~~ 2007

STATE OF New York
_____, SS
COUNTY OF New York

Then personally appeared before me the above-named Michelle D. Bergman the Vice President of each of Duane Reade, Inc., DRI I, Inc., Duane Reade Realty, Inc., and Duane Reade International, Inc. and acknowledged the foregoing to be his/her free act and deed and the free act and deed of each of Duane Reade, Inc., DRI I, Inc., Duane Reade Realty, Inc., and Duane Reade International, Inc. this ___ day of _____, 2004.

Notary Public:
My commission expires:

BINYOMIN KAPLAN
NOTARY PUBLIC, State Of New York
No. 02KA6054207
Qualified in Richmond County
Commission Expires Jan. 29, ~~2005~~ 2007

SCHEDULE A**Patents**

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
Duane Reade	"Virtual Pharmacy Kiosk System"	60/397,604		July 23, 2002

Trademarks

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
Duane Reade International, Inc.	DR (stylized)	United States	1099871	08/15/78
Duane Reade International, Inc.	Duane Reade	United States	1106451	11/21/78
Duane Reade International, Inc.	DR (stylized)	United States	1106961	11/28/78
Duane Reade International, Inc.	Duane Reade	United States	1092555	05/30/78
Duane Reade International, Inc.	DR (stylized)	United States	1099209	08/15/78
Duane Reade International, Inc.	Duane Reade	United States	1105420	11/07/78

Duane Reade International, Inc.	Rockbottom	United States	1163199	07/28/81
Duane Reade International, Inc.	Rockbottom	United States	1500884	08/16/88
Duane Reade International, Inc.	Apt.5 Color for the City and design	United States	78/126,148 (ITU)	05/03/02
Duane Reade International, Inc.	Apt.5	United States	78/126,135 (ITU)	05/03/02
Duane Reade International, Inc.	Color for the City	United States	78/126,129 (ITU)	05/03/02
Duane Reade	Selftest	United States	78/035,616 (ITU)	11/16/00

Trademark Licenses

Royalty and License Agreement, dated as of August 22, 1999, by and between Duane Reade International, Inc. (as Licensor) and Duane Reade (as Licensee).

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