

11-21-2001

ER SHEET  
ONLY



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Tab settings → → → ▼

To the Honorable Commission

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

11-21-01

Prestige Brands International, Inc.

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

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

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

Name: Union Bank of California, N.A., as  
Administrative Agent  
Internal Address: Attn: Prestige Agency Acct.  
OFFICER  
Street Address: 445 S. Figueroa St., 15th Floor  
City: Los Angeles State: CA ZIP: 90071

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking association

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: Oct. 2, 2001

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

A. Trademark Application No.(s)

76-164,471

B. Trademark registration No.(s)

0629287  
0643062

Additional numbers attached?  Yes  No

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

Name: Sheppard, Mullin, Richter & Hampton  
LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: .....

3

7. Total fee (37 CFR 3.41):..... \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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 Friedrichs, Esq.  
Name of Person Signing

Signature

Nov. 20, 2001  
Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

11/23/2001 6TON11 00000011 76164471

01 FC:481  
02 FC:482

40.00 OP  
50.00 OP

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
REEL: 002397 FRAME: 0524

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") dated as of October 2, 2001, is entered into by and among PRESTIGE BRANDS HOLDINGS, INC., a Virginia corporation ("PBHI"), PRESTIGE BRANDS INTERNATIONAL, INC., a Virginia corporation ("PBII", and together with PBHI, "Grantors"), and UNION BANK OF CALIFORNIA, N.A. ("Union Bank"), as Administrative Agent for the Lenders party to the Amended Loan Agreement referred to below ("Administrative Agent"), with reference to the following facts:

RECITALS

A. Grantors are party to that certain Trademark Security Agreement dated as of July 17, 2000 by Grantors in favor of Union Bank as Administrative Agent under the Prior Loan Agreement (as defined below), for the benefit of the Lenders party to the Prior Loan Agreement (the "Trademark Agreement"). The Trademark Agreement was recorded on July 25, 2000 with the United States Patent and Trademark Office at Reel 002122, Frame 0743. The Trademark Agreement was entered into in connection with that certain Revolving/Term Loan Agreement dated as of July 17, 2000 (as amended, extended, renewed, supplemented or otherwise modified prior to the date hereof, the "Prior Loan Agreement") among Grantors, as borrowers, the Lenders named therein, and Union Bank as Administrative Agent for such Lenders.

B. Concurrently with the execution of this Amendment, the Prior Loan Agreement is being amended and restated by that certain Amended and Restated Revolving/Term Loan Agreement dated as of October 2, 2001 among Grantors, as borrowers, the other Significant Subsidiaries of PBHI that are parties thereto as borrowers, the Lenders therein named, and Union Bank, as Administrative Agent for such Lenders (as such agreement may from time to time be amended, restated, extended, renewed, supplemented or otherwise modified, the "Amended Loan Agreement"). Terms defined in the Amended Loan Agreement and not otherwise defined in this Amendment shall have the respective meanings defined for those terms in the Amended Loan Agreement.

C. The parties hereto wish to amend the Trademark Agreement to reflect the amendment and restatement of the Prior Loan Agreement by the Amended Loan Agreement and to modify the collateral described in the Trademark Agreement, in each case as set forth herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Administrative Agent hereby agree as follows:

1. Recital A. Recital A to the Trademark Agreement is amended and restated to read in full as follows:

A. Pursuant to the Amended and Restated Revolving/Term Loan Agreement dated as of October 2, 2001 among Prestige Brands Holdings, Inc., a Virginia corporation ("PBHI"), Prestige Brands International, Inc., a Virginia corporation ("PBII"), the other Significant Subsidiaries of PBHI that are parties thereto as borrowers (together with PBHI and PBII, "Borrowers"), the Lenders therein named, and Union Bank of California, N.A., as Administrative Agent for the Lenders (as such agreement may from time to time be amended, restated, extended, renewed, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to Borrowers.

2. Exhibit A. Exhibit A (Instrument of Joinder) to the Trademark Agreement is amended and restated by Exhibit A attached hereto as Annex 1.

3. Schedule 1. Schedule 1 (Existing and Pending Trademarks) to the Trademark Agreement is amended by adding to such schedule the Collateral (as defined in the Trademark Agreement) identified on Annex 2 attached hereto. Grantors and each of them hereby jointly and severally grants to Secured Party (as defined in the Trademark Agreement), to secure the prompt and indefeasible payment and performance of all of the Secured Obligations (as defined in the Trademark Agreement), a security interest in all of such Collateral identified on Annex 2 attached hereto on the terms and conditions set forth in the Trademark Agreement.

4. Confirmation. In all other respects, the terms of the Trademark Agreement are hereby confirmed.

5. Representations and Warranties of Grantors. Grantors, and each of them, hereby reaffirm, as of the date hereof, all of the representations and warranties set forth in the Trademark Agreement applicable to Grantors. Each reference to "Collateral" in such representations and warranties shall include the Collateral identified on Annex 2 attached hereto.

6. Counterparts. This Amendment may be executed in counterparts, which counterparts, when so executed and delivered, shall together constitute but one original.

7. Governing Law. This Amendment shall be construed and enforced in accordance with and governed by the Federal Laws of the United States of America and the Laws of the State of California.

IN WITNESS WHEREOF, Grantors and Administrative Agent have executed this Amendment as of the date first above written by their duly authorized representatives.

"Grantors"

PRESTIGE BRANDS HOLDINGS, INC.,  
a Virginia corporation

By: Cynthia B. Satterwhite  
Cynthia B. Satterwhite CFO + VP  
[Printed Name and Title]

PRESTIGE BRANDS INTERNATIONAL, INC.,  
a Virginia corporation

By: Cynthia B. Satterwhite  
Cynthia B. Satterwhite CFO + VP  
[Printed Name and Title]

"Administrative Agent"

UNION BANK OF CALIFORNIA, N.A.,  
as Administrative Agent for the Lenders  
party to the Amended Loan Agreement

By: \_\_\_\_\_  
\_\_\_\_\_  
[Printed Name and Title]

IN WITNESS WHEREOF, Grantors and Administrative Agent have executed this Amendment as of the date first above written by their duly authorized representatives.

"Grantors"

PRESTIGE BRANDS HOLDINGS, INC.,  
a Virginia corporation

By: \_\_\_\_\_

\_\_\_\_\_  
[Printed Name and Title]

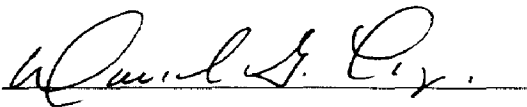
PRESTIGE BRANDS INTERNATIONAL, INC.,  
a Virginia corporation

By: \_\_\_\_\_

\_\_\_\_\_  
[Printed Name and Title]

"Administrative Agent"

UNION BANK OF CALIFORNIA, N.A.,  
as Administrative Agent for the Lenders  
party to the Amended Loan Agreement

By:  \_\_\_\_\_

DAVID G. LIGON, SVP  
[Printed Name and Title]

EXHIBIT A  
TO  
TRADEMARK SECURITY AGREEMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of

\_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ ("Joining Party"), and delivered to Union Bank of California, N.A., as Administrative Agent, pursuant to the Trademark Security Agreement dated as of July 17, 2000 made by Prestige Brands Holdings, Inc., a Virginia corporation ("PBHI"), and Prestige Brands International, Inc., a Virginia corporation ("PBII"), as initial Grantors, and the other Grantors party thereto, in favor of the Administrative Agent and the Lenders referred to in the Loan Agreement referred to below (as amended, extended, renewed, supplemented, or otherwise modified from time to time, the "Trademark Agreement"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Trademark Agreement.

RECITALS

(a) The Trademark Agreement was made by the Grantors in favor of the Administrative Agent for the benefit of the Lenders that are parties to that certain Amended and Restated Revolving/Term Loan Agreement (as amended, restated, extended, renewed, supplemented, or otherwise modified from time to time, the "Loan Agreement") dated as of \_\_\_\_\_, 2001 among PBHI, PBII, the other Significant Subsidiaries of PBHI that are parties thereto as borrowers (together with PBHI and PBII, "Borrowers"), the Lenders which are parties thereto, and Union Bank of California, N.A., as the Administrative Agent for the Lenders.

(b) Joining Party has become a Significant Subsidiary of PBHI, and as such is required pursuant to Section 5.11 of the Loan Agreement to become a Grantor under the terms and conditions of the Trademark Agreement.

(c) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrowers of the credit facilities under the Loan Agreement.

NOW, THEREFORE, Joining Party agrees as follows:

AGREEMENT

(i) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 17 of the Trademark Agreement. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Agreement with respect to the Secured Obligations, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Trademark Agreement.

(ii) The effective date of this Joinder is \_\_\_\_\_, \_\_\_\_\_.

"Joining Party"

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED:

UNION BANK OF CALIFORNIA, N.A.,  
as Administrative Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

ADDITIONAL COLLATERAL ADDED TO  
SCHEDULE 1 TO TRADEMARK AGREEMENT

Grantor: Prestige Brands International, Inc.

<u>Trademark</u>	<u>Registration/Application Number</u>	<u>Registration Date</u>
Real Relief. Real Fast.	76-164,471	N/A
Comet	629,287	6/19/56
Chlorinol	643,062	3/19/57