

06-14-2002



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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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): 6-14-02
American Safety Razor Company
One Razor Blade Lane
Verona, Virginia 24482-0979

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

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

2. Name and address of receiving party(ies)
Name: Bank of America, N.A., as
Internal Administrative Agent
Address: _____

Street Address: 1 Independence Center, 101
North Tryon Street
City: Charlotte State: NC Zip: 28255

- 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 5/30/02

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: Richard Roel

Internal Address: c/o O'Melveny & Myers LLP

Street Address: 153 East 53rd Street

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465.00

- 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.

Richard Roel
Name of Person Signing

Richard Roel
Signature

6/5/02
Date

10

Total number of pages including cover sheet, attachments, and document: 10

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

6/17/2002 6TON11
01 FC:461
02 FC:482

00000062 2291024

40.00 OP
425.00 OP

**EXHIBIT B
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number/Application Number</u>	<u>Registration Date</u>
American Safety Razor Company	ACCO	2291024	11/9/1999
American Safety Razor Company	ACTI-FLEXX	2246683	5/18/1999
American Safety Razor Company	AMERICAN LINE	2405807	11/21/2000
American Safety Razor Company	BLUE THUNDER	2372914	8/1/2000
American Safety Razor Company	BLUE THUNDER	75/804045	9/21/1999
American Safety Razor Company	COMFORT TOUCH	2488786	9/11/2001
American Safety Razor Company	DERMASEAL	2478260	8/14/2001
American Safety Razor Company	DOUBLE FLEX	75/893080	1/10/2000
American Safety Razor Company	EL PERFILADOR	76/294919	8/3/2001
American Safety Razor Company	MBC	2281196	9/28/1999
American Safety Razor Company	MICRO MATRIX	2444811	4/17/2001
American Safety Razor Company	PREMIER	2338913	4/4/2000

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number/Application Number</u>	<u>Registration Date</u>
American Safety Razor Company	PREMIER COMFORT	2291434	11/9/1999
American Safety Razor Company	RUBBER GRIP HANDLE FOR GREATER CONTROLign	76/366389	2/4/2002
American Safety Razor Company	TRI-FLEX	75/759194	7/1/1999
American Safety Razor Company	TRI-FLEXXX	2347524	5/2/2000
American Safety Razor Company	TRI-FLEXXX	75/751623	7/16/1999
American Safety Razor Company	TRIFLEXIN	75/722957	6/7/1999

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated May 30, 2002 is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Bank of America, N.A., successor by merger to NationsBank, N.A., as Administrative Agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, American Safety Razor Company, a Delaware corporation, has entered into a Credit Agreement dated as of April 23, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with RSA Holdings Corp., a Delaware corporation, RSA Acquisition Corp., a Delaware corporation, the Lender Parties party thereto, Bank of America, N.A., successor by merger to NationsBank, N.A., as the initial issuing bank, DLJ Capital Funding, Inc. as syndication agent, DLJ Capital Funding, Inc. and Banc of America Securities LLC, successor by merger to NationsBanc Montgomery Securities LLC, as co-arrangers and the Administrative Agent, as administrative and collateral agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement made by the Grantor and such other Persons to the Administrative Agent dated April 23, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Grantor and such other Persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantor and such other Persons to the Administrative Agent dated April 23, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties in and to all of the Grantor's right, title and interest in and to the following (the "***Additional Collateral***"):

(i) The United States, international, and foreign patents, patent applications, and patent licenses set forth on Exhibit A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "***Patents***");

(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit B hereto (the "***Trademarks***");

(iii) The copyrights, United States and foreign copyright registrations and applications, and copyright licenses set forth on Exhibit C hereto (the "***Copyrights***");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

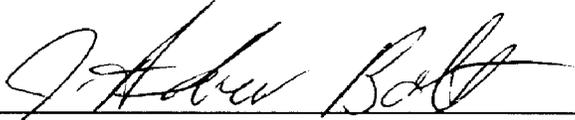
SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement has been supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

Execution

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMERICAN SAFETY RAZOR COMPANY

By  _____

Name: J. Andrew Bolt

Title: Senior Vice President

Address for Notices:

American Safety Razor Company
One Razor Blade Lane
Verona, Virginia 24482
Attention: J. Andrew Bolt

**EXHIBIT A
TO
GRANT OF PATENT SECURITY INTEREST**

U.S. Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor</u>
D416109	11/02/1999	RAZOR HANDLE (WOMEN'S MBC PADDLE)	American Safety Razor Company
D428532	07/18/2000	SAFETY RAZOR CARTRIDGE	American Safety Razor Company
D414897	10/05/1999	ASSEMBLED RAZOR HANDLE AND CADDY	American Safety Razor Company
D409799	05/11/1999	RAZOR HANDLE CADDY	American Safety Razor Company
D419722	01/25/2000	ASSEMBLED RAZOR HANDLE, CARTRIDGE AND CADDY	American Safety Razor Company
D415316	10/12/1999	RAZOR HANDLE	American Safety Razor Company
D410542	06/01/1999	FLEXIBLE SURGICAL RAZOR	American Safety Razor Company
D449710	10/23/2001	SAFETY RAZOR	American Safety Razor Company
5903978	05/18/1999	RAZOR HANDLE AND CADDY	American Safety Razor Company
6276062	08/21/2001	TRIPLE BLADE SAFETY RAZOR	American Safety Razor Company

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor</u>
D416647	11/16/1999	RAZOR HANDLE (WOMEN'S MBC PADDLE)	American Safety Razor Company
6378211	04/30/2002	VIRTUAL GUARD TWIN BLADE RAZOR CARTRIDGE	American Safety Razor Company
D430487	09/05/2000	RAZOR CARTRIDGE PACKAGE	American Safety Razor Company
6131287	10/17/2000	BLADE GUARD WITH DIMPLES	American Safety Razor Company
D431680	10/03/2000	RAZOR AND CADDY	American Safety Razor Company
6026575	02/22/2000	METAL CARPET KNIFE	American Safety Razor Company
6070724	06/06/2000	PACKAGE WITH HOLOGRAPHIC IMAGE GENERATING DECAL	American Safety Razor Company
D434654	12/05/2000	PACKAGE WITH HOLOGRAPHIC IMAGE GENERATING DECAL	American Safety Razor Company
D428203	07/11/2000	RAZOR HANDLE (TRIFLEX)	American Safety Razor Company
6263577	07/24/2001	AUTOMATIC SPRING RETRACTABLE UTILITY KNIFE	American Safety Razor Company
D424907	05/16/2000	RETRACTABLE UTILITY KNIFE	American Safety Razor Company
6266884	07/31/2001	TRIPLE BLADE SAFETY RAZOR	American Safety Razor Company
D436801	01/30/2001	KNIFE HANDLE	American Safety Razor Company

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor</u>
6334254	01/01/2002	WIDE BLADE SCRAPPER	American Safety Razor Company
6223439	05/01/2001	UTILITY KNIFE WITH QUARTER TURN KNOB	American Safety Razor Company
D439015	03/13/2001	SAFETY RAZOR HANDLE	American Safety Razor Company
D453901	02/26/2002	CLAMSHELL PACKAGING FOR SAFETY RAZOR	American Safety Razor Company
D441910	05/08/2001	RAZOR HANDLE	American Safety Razor Company
D444368	07/03/2001	RETRACTABLE UTILITY KNIFE	American Safety Razor Company
D451642	12/04/2001	RAZOR AND CADDY	American Safety Razor Company
D452348	12/18/2001	DISPOSABLE RAZOR	American Safety Razor Company
D449709	10/23/2001	CURVED CORNER RAZOR BLADE	American Safety Razor Company
D449,992	11/06/2001	PRODUCT DISPLAY CARD	American Safety Razor Company
D453679	02/19/2002	RESEALABLE BAGS	American Safety Razor Company
D457684	05/21/2002	WOMAN'S RAZOR	American Safety Razor Company
D454413	03/12/2002	HANDLE FOR A WOMAN'S RAZOR	American Safety Razor Company

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor</u>
09/050,174	03/30/1998	TRIPLE BLADE RAZOR CARTRIDGE AND HANDLE	American Safety Razor Company
09/059,699	04/14/1998	SHAVING CARTRIDGE	American Safety Razor Company
29/127,347	08/07/2000	SINGLE EDGE SCRAPER	American Safety Razor Company
09/584,394	06/01/2000	SINGLE PIECE SPRING CLIP FOR RAZOR	American Safety Razor Company
29/118,420	02/10/2000	RAZOR CARTRIDGE PACKAGE	American Safety Razor Company
09/885,545	06/21/2001	VIRTUAL GUARD TWIN BLADE RAZOR CARTRIDGE	American Safety Razor Company
29/126,384	07/17/2000	RAZOR BLADE TOOL	American Safety Razor Company
09/867,765	05/31/2001	MULTI-PURPOSE RAZOR BLADE TOOL	American Safety Razor Company
09/650,628	08/28/2000	BLADE GUARD WITH DIMPLES	American Safety Razor Company
29/131,544	10/25/2000	MAN'S RAZOR	American Safety Razor Company
29/148,737	09/27/2001	RAZOR HANDLE AND COMBINATION RAZOR HANDLE AND CARTRIDGE	American Safety Razor Company
09/814,107	03/22/2001	AUTOMATIC SPRING RETRACTABLE UTILITY KNIFE	American Safety Razor Company
29/142,993	06/07/2001	RAZOR HANDLE	American Safety Razor Company
29/142,996	06/07/2001	RAZOR CARTRIDGE HAVING A DUAL PURPOSE SOAP BAR	American Safety Razor Company

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor</u>
29/142,987	06/07/2001	COMBINATION RAZOR HANDLE AND RAZOR CARTRIDGE HAVING A DUAL PURPOSE SOAP BAR	American Safety Razor Company
29/139,263	03/28/2001	RAZOR BLADE TOOL	American Safety Razor Company
29/147,367	08/29/2001	RAZOR HANDLE	American Safety Razor Company
29/147,722	09/06/2001	CURVED CORNER RAZOR BLADE	American Safety Razor Company
29/147,366	08/29/01	RAZOR HANDLE	American Safety Razor Company
Pending	04/18/02	RAZOR END LOCKS	American Safety Razor Company
Pending	04/18/02	TRIFLEXXX/MBC DISPOSABLE RAZOR HANDLE WITH SPRINGS	American Safety Razor Company
Pending	04/18/02	RAZOR END LOCKS	American Safety Razor Company
29/150,489	11/26/2001	RAZOR HANDLE AND COMBINATION RAZOR HANDLE AND BLADE	American Safety Razor Company
29/151,280	12/06/2001	RAZOR CARTRIDGE OVERCAP	American Safety Razor Company
29/150,136	11/08/2001	FINNED DISPOSABLE RAZOR WITH RUBBER GRIP	American Safety Razor Company
29/154,236	01/23/2002	HANDLE FOR A WOMAN'S RAZOR	American Safety Razor Company
29/155,289	02/08/02	PREP RAZOR WITH PROTECTIVE COVER	American Safety Razor Company
Pending	04/10/2002	MAN'S RAZOR	American Safety Razor Company