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

03-03-2004

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

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):

PLAYTEX PRODUCTS, INC.

☐ 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: WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION
Internal Address:
Street Address: 213 Court Street, Suite 703
City: Middletown State: CT Zip: 06457

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation – State
☒ Other National 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: February 19, 2004

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

A. Trademark Application No.(s)
PLEASE SEE THE ATTACHED.

B. Trademark Registration No.(s)
PLEASE SEE THE ATTACHED.

Additional number(s) attached? ☒ Yes ☐ No

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

Name: Claudine Meredith-Goujon, Esq.
Internal Address:
Paul, Weiss, Rifkind, 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: 179

7. Total fee (37 CFR 3.41) $ 4,490.00

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0706

(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.

Claudine Meredith-Goujon — Name of Person Signing
C Meredith-Goujon — Signature
3/2/2004 — Date

Total number of pages including cover sheet, attachments, and documents: 24

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

Doc #:NY6:688600.1

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
A BINACA BLAST FRESHENS BREATH INSTANTLY!	2285377	Registered	October 12, 1999	Playtex Products, Inc.
ACTICLEAN	76175741	Pending Intent to Use	December 5, 2000	Playtex Products, Inc.
AIR-CUSHION	78296963	Pending Intent to Use	September 6, 2003	Playtex Products, Inc.
AIR FLO	2717802	Registered	May 20, 2003	Playtex Products, Inc.
AND IT'S PURE MAGIC	75789642	Allowed – Intent to Use	September 1, 1999	Playtex Products, Inc.
ANGLER	1389143	Registered	August 19, 1985	Playtex Products, Inc.
ANTIMICRO	76064266	Published - Intent to Use	June 6, 2000	Playtex Products, Inc.
ARGUS	1494910	Registered	July 5, 1988	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
BABY CLEAR	0734680	Renewed	July 17, 1962	Playtex Products, Inc.
BABY MAGIC	2532862	Registered	January 22, 2002	Playtex Products, Inc.
BABY MAGIC	1544242	Registered	June 20, 1989	Playtex Products, Inc.
BABY MAGIC	1397315	Registered	June 17, 1986	Playtex Products, Inc.
BABY MAGIC	1228079	Registered	February 22, 1983	Playtex Products, Inc.
BABY MAGIC	1055375	Renewed	January 4, 1977	Playtex Products, Inc.
BABY MAGIC	0796657	Renewed	September 28, 1965	Playtex Products, Inc.
BABY MAGIC	0796614	Renewed	September 28, 1965	Playtex Products, Inc.
BABY MAGIC	78292725	Pending	August 27, 2003	Playtex Products, Inc.
BABY MAGIC & Design	2232232	Registered	March 16, 1999	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
BABY MAGIC & Design	1316462	Registered	January 29, 1985	Playtex Products, Inc.
BABY MAGIC & Design	0580657	Renewed	October 6, 1953	Playtex Products, Inc.
BABY MAGIC & Design	0966201	Renewed	August 14, 1973	Playtex Products, Inc.
BABY MAGIC & Design	78224938	Pending	March 12, 2003	Playtex Products, Inc.
BABY MAGIC & Design	78224904	Pending	March 12, 2003	Playtex Products, Inc.
BABY MAGIC & Design	78224868	Pending	March 12, 2003	Playtex Products, Inc.
BABY PUFF	0734681	Renewed	July 17, 1962	Playtex Products, Inc.
BABYSHOWERPLANNER.COM	76064267	Pending Intent to Use	June 6, 2000	Playtex Products, Inc.
BEAUTY OF CHOICE	274594	Registered	July 29, 2003	Playtex Products, Inc.
BECAUSE...A CHILD CAN TELL THE DIFFERENCE	2087820	Registered	August 12, 1997	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
BETTER FEEDING BY DESIGN	2177309	Registered	July 28, 1998	Playtex Products, Inc.
BETTER FOR BABY...BETTER FOR MOTHER	2070748	Registered	June 10, 1997	Playtex Products, Inc.
BETTER FOR BABY...MOST LIKE MOTHER	1993570	Registered	August 13, 1996	Playtex Products, Inc.
BEYOND	78174704	Allowed – Intent to Use	October 15, 2002	Playtex Products, Inc.
BEYOND THE NATURAL SHAPE OF COMFORT	78286825	Pending	August 13, 2003	Playtex Products, Inc.
BIG SIPSTER	2582894	Registered	June 18, 2002	Playtex Products, Inc.
BIG SIPSTER & Design	2714092	Registered	May 6, 2003	Playtex Products, Inc.
BINKY	0334946	Renewed	May 19, 1936	Playtex Products, Inc.
BINKYKIDS	2044015	Registered	March 11, 1997	Playtex Products, Inc.
BIOSUN	2100228	Registered	September 23, 1997	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
BIOSUN PROFESSIONAL SUN PROTECTION & Design	2176879	Registered	July 28, 1998	Playtex Products, Inc.
BOTTLE GENIE	78219844	Pending – Intent to Use	February 27, 2003	Playtex Products, Inc.
BOTTLE GENIE	75567880	Allowed – Intent to Use	October 8, 1998	Playtex Products, Inc.
CHERUBS	1637497	Registered	March 12, 1991	Playtex Products, Inc.
CHERUBS & Design	2065097	Registered	May 27, 1997	Playtex Products, Inc.
CHERUBS & Design	2065096	Registered	May 27, 1997	Playtex Products, Inc.
CHERUBS COLLECTION & Design	1448549	Registered	July 21, 1987	Playtex Products, Inc.
CHORE HELPER	76132534	Pending Intent to Use	September 21, 2000	Playtex Products, Inc.
CLASSIC PATTERNS	2579396	Registered	June 11, 2002	Playtex Products, Inc.
COMFORT FLEX	2693842	Registered	March 4, 2003	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
COMFORTFLOW	1959393	Registered	February 27, 1996	Playtex Products, Inc.
CONFIDANTE	2157119	Registered	May 12, 1998	Playtex Products, Inc.
COOLSTRAW	2274904	Registered	August 31, 1999	Playtex Products, Inc.
Design Mark	2067211	Registered	June 3, 1997	Playtex Products, Inc.
Design Mark	2117477	Registered	December 2, 1997	Playtex Products, Inc.
Design Mark	2202323	Registered	November 3, 1998	Playtex Products, Inc.
Design Mark	75708178	Pending	May 17, 1999	Playtex Products, Inc.
Design Mark	78224949	Published	March 12, 2003	Playtex Products, Inc.
Design Mark	78224931	Pending	March 12, 2003	Playtex Products, Inc.
Design Mark	78224894	Pending	March 12, 2003	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
Design Mark	778224878	Pending	March 12, 2003	Playtex Products, Inc.
DIAPER CHANGE	0762498	Renewed	December 31, 1963	Playtex Products, Inc.
DIAPER GENIE	1827510	Registered	March 22, 1994	Playtex Products, Inc.
DIAPER GENIE	2775710	Registered	October 21, 2003	Playtex Products, Inc.
DOLL-UPS	0766434	Renewed	March 10, 1964	Playtex Products, Inc.
DREAM MAGIC	76317985	Allowed – Intent to Use	September 26, 2001	Playtex Products, Inc.
DRINKUP	2505244	Registered	November 6, 2001	Playtex Products, Inc.
DRIP-CATCH (Stylized)	78278722	Pending – Intent to Use	July 24, 2003	Playtex Products, Inc.
DROP-INS	2027629	Registered	December 31, 1996	Playtex Products, Inc.
EASY-LATCH SAFETY	2213903	Registered	December 29, 1998	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
EAZY FEED	2330565	Registered	March 21, 2000	Playtex Products, Inc.
EAZY-CLEAN	2260091	Registered Supplemental Register	July 6, 1999	Playtex Products, Inc.
EMBRACE	78260362	Published – Intent to Use	June 10, 2003	Playtex Products, Inc.
EXPRESSLY MADE FOR MOTHER'S MILK	76427829	Allowed – Intent to Use	June 28, 2002	Playtex Products, Inc.
E-Z CHORE	2664127	Registered	December 17, 2002	Playtex Products, Inc.
FIBRAPURE	2643841	Registered	October 29, 2002	Playtex Products, Inc.
FIRM COMFORT	2582915	Registered	June 18, 2002	Playtex Products, Inc.
FLO-CONTROL	1841364	Registered	June 21, 1994	Playtex Products, Inc.
FOR THAT JUST BATHED CLEAN	2777129	Registered	October 28, 2003	Playtex Products, Inc.
FRESH DAYS	2459751	Registered	June 12, 2001	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
FRESHTWIST	76163324	Pending Intent to Use	November 10, 2000	Playtex Products, Inc.
GENTEEL	0716967	Renewed	June 13, 1961	Playtex Products, Inc.
GENTLE EMBRACE	78244444	Published – Intent to Use	May 1, 2003	Playtex Products, Inc.
GENTLE GLIDE	1010170	Renewed	May 6, 1975	Playtex Products, Inc.
GENTLE GLIDE	2084168	Registered	July 29, 1997	Playtex Products, .Inc.
GRIPSTER	76064271	Published Intent to Use	June 6, 2000	Playtex Products, Inc.
HANDSAVER	1435600	Registered	April 7, 1987	Playtex Products, Inc.
HEAT THERAPY	2768420	Registered	September 23, 2003	Playtex Products, Inc.
HEAVY TRAFFIC	2093758	Registered Supplemental Register	September 2, 1997	Playtex Products, Inc.
HUSHMASTER & Design	1067001	Renewed	May 31, 1977	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
IBI	78215394	Allowed – Intent to Use	February 15, 2003	Playtex Products, Inc.
INSULATOR	2723329	Registered	June 17, 2003	Playtex Products, Inc.
INSULATOR SPORT	2803374	Registered	January 6, 2004	Playtex Products, Inc.
JUMBO DIAPER GENIE	75828416	Allowed – Intent to Use	October 21, 1999	Playtex Products, Inc.
JUMBO GENIE	75828415	Allowed – Intent to Use	October 21, 1999	Playtex Products, Inc.
KID MAGIC	75719675	Allowed – Intent to Use	June 2, 1999	Playtex Products, Inc.
KID MAGIC	78225905	Pending – Intent to Use	March 14, 2003	Playtex Products, Inc.
LATCH-ON	75913533	Opposed - Intent to Use	February 9, 2000	Playtex Products, Inc.
LAUGH & SPLASH	2423838	Registered	January 23, 2001	Playtex Products, Inc.
LOOK & LEARN	1933758	Registered	November 7, 1995	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
M.O.M. MOTHER'S OWN MILK	76401303	Allowed – Intent to Use	April 29, 2002	Playtex Products, Inc.
MADE STRONG TO LAST LONG	2104432	Registered Supplemental Register	October 7, 1997	Playtex Products, Inc.
MADE STRONG TO LAST LONG	76553609	Pending	October 23, 2003	Playtex Products, Inc.
MAGIC	75789644	Allowed – Intent to Use	September 1, 1999	Playtex Products, Inc.
MAGIC MOMENTS	75789643	Allowed – Intent to Use	September 1, 1999	Playtex Products, Inc.
MAGIC SCRUB	1293695	Registered	September 11, 1984	Playtex Products, Inc.
MAGIC SCRUB BOAT	0729549	Renewed	April 3, 1962	Playtex Products, Inc.
MAKES PROTECTION COMFORTABLE	2094083	Registered	September 9, 1997	Playtex Products, Inc.
MEGABLAST	75658287	Allowed – Intent to Use	March 11, 1999	Playtex Products, Inc.
MOST LIKE MOTHER	2181506	Registered	August 11, 1998	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
MOST LIKE MOTHER	1143245	Registered	December 16, 1980	Playtex Products, Inc.
MOTHER'S MAGIC	1239120	Registered	May 24, 1983	Playtex Products, Inc.
NATURAL ACTION	1157932	Registered	June 23, 1981	Playtex Products, Inc.
NATURALATCH	78242913	Published – Intent to Use	April 28, 2003	Playtex Products, Inc.
NATURAL LATCH	78272823	Published – Intent to Use	July 10, 2003	Playtex Products, Inc.
NATURAL SHAPE	2637528	Registered	October 15, 2003	Playtex Products, Inc.
NATURALSHAPE	78276111	Pending – Intent to use	July 18, 2003	Playtex Products, Inc.
NATURAL TAPER	78234238	Pending – Intent to use	April 4, 2003	Playtex Products, Inc.
NEXT TO THE BREAST, IT'S THE BEST	2738499	Registered	July 15, 2003	Playtex Products, Inc.
NEXT TO THE BREAST SOFT'S THE BEST	78283746	Pending – Intent to use	August 6, 2003	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
NOBODY BABIES YOUR BABY BETTER	2553636	Registered	March 26, 2002	Playtex Products, Inc.
NOBODY BABIES YOUR BABY BETTER	78284912	Pending – Intent to use	August 8, 2003	Playtex Products, Inc.
NOBODY BABIES YOUR BABY'S HAIR BETTER THAN BABY MAGIC	2664374	Registered	December 17, 2002	Playtex Products, Inc.
NOBODY BABIES YOUR BABY'S SKIN AND HAIR BETTER THAN BABY MAGIC	2725612	Registered	June 10, 2003	Playtex Products, Inc.
NOBODY BABIES YOUR BABY'S SKIN AND HAIR BETTER THAN YOU AND BABY MAGIC	76415908	Allowed – Intent to Use	June 4, 2002	Playtex Products, Inc.
NOBODY BABIES YOUR BABY'S SKIN BETTER THAN BABY MAGIC	2725613	Registered	June 10, 2003	Playtex Products, Inc.
NOBODY BABIES YOUR SKIN BETTER THAN BABY MAGIC	2592197	Registered	July 9, 2002	Playtex Products, Inc.
NOTHING SOOTHES A BABY LIKE A BINKY	76276548	Allowed – Intent to Use	June 25, 2001	Playtex Products, Inc.
ONE HAND EASY	2218220	Registered	January 19, 1999	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
ONE STEP	78292440	Pending – Intent to Use	August 26, 2003	Playtex Products, Inc.
OXY DEEP	2787316	Registered	November 25, 2003	Playtex Products, Inc.
PACK-AND-GO	2795569	Registered	December 16, 2003	Playtex Products, Inc.
PET GENIE	76223408	Pending – Intent to Use	March 12, 2001	Playtex Products, Inc.
PHEROBLOC	2635896	Registered	October 15, 2002	Playtex Products, Inc.
PLAYTEX…THE ORIGINAL SILK	76543463	Pending – Intent to Use	September 8, 2003	Playtex Products, Inc.
PLAYTEX…THE ORIGINAL SILK	76543458	Pending – Intent to Use	September 8, 2003	Playtex Products, Inc.
PORTABLES	1477392	Registered	February 23, 1988	Playtex Products, Inc.
POWER BLAST	75694356	Allowed – Intent to Use	April 30, 1999	Playtex Products, Inc.
POWER MIST	75902611	Pending Intent to Use	January 24, 2000	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
POWER SHOT	2644348	Registered	October 29, 2002	Playtex Products, Inc.
PRECISION FLO	2654852	Registered	November 26, 2002	Playtex Products, Inc.
PRECISION FLO	2625632	Registered	September 24, 2002	Playtex Products, Inc.
PREMIERE	2407371	Registered	November 21, 2000	Playtex Products, Inc.
QUICKSTRAW	2116802	Registered	November 25, 1997	Playtex Products, Inc.
RICH N' CREAMY	2291612	Registered	November 9, 1999	Playtex Products, Inc.
SAFE 'N SURE	2217909	Registered	January 12, 1999	Playtex Products, Inc.
SILK GLIDE	2084169	Registered	July 29, 1997	Playtex Products, Inc.
SILK GLIDE	1889129	Registered	April 11, 1995	Playtex Products, Inc.
SIPEASE	2582558	Registered	June 18, 2002	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
SIPSTER	78226638	Allowed – Intent to Use	March 17, 2003	Playtex Products, Inc.
SLIMFITS	2131242	Registered	January 20, 1998	Playtex Products, Inc.
SMOOTH ESSENTIALS	75834295	Intent to Use Notice of Allowance - Issued	October 29, 1999	Playtex Products, Inc.
SNAP'N TOTE	2064034	Registered	May 20,1997	Playtex Products, Inc.
SO COMFORTABLE YOU CAN'T EVEN FEEL THEM	2298644	Registered	December 7, 1999	Playtex Products, Inc.
SOFT COMFORT	2285256	Registered	October 12, 1999	Playtex Products, Inc.
SOFT COMFORT	2124268	Registered	December 23, 1997	Playtex Products, Inc.
SOFT COMFORT	2016450	Registered	November 12, 1996	Playtex Products, Inc.
SOFT COMFORT	1823668	Registered	February 22, 1994	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
SOFT COMFORT	76370061	Allowed – Intent to Use	February 8, 2002	Playtex Products, Inc.
SOFT CONTOUR	1369608	Registered Supplemental Register	November 5, 1985	Playtex Products, Inc.
SOFTEX	2018399	Registered	November 19, 1996	Playtex Products, Inc.
SOFT-FLEX	2164383	Registered	June 9, 1998	Playtex Products, Inc.
SPARKLIN SIPSTER	78272731	Pending – Intent to Use	July 10, 2003	Playtex Products, Inc.
STAIN SOLUTIONS	2182684	Registered	August 18, 1998	Playtex Products, Inc.
SUREWEAVE	2204681	Registered	November 24, 1998	Playtex Products, Inc.
TEK & Design	0258849	Renewed	July 16, 1929	Playtex Products, Inc.
TEK & Design	0551649	Renewed	December 4, 1951	Playtex Products, Inc.
TEK EXCEL	1847385	Registered	July 26, 1994	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
THE FIRST SIPSTER	78148948	Allowed	September 30, 2002	Playtex Products, Inc.
THE GRIPSTER & Design	2646721	Registered	November 5, 2002	Playtex Products, Inc.
THE SPARKLIN' SIPSTER & Design	78286834	Pending – Intent to Use	August 13, 2003	Playtex Products, Inc.
THE TRAINER & Design	2714091	Registered	May 6, 2003	Playtex Products, Inc.
TIP 'N SIP	2639984	Registered	October 22, 2002	Playtex Products, Inc.
TRUE COMFORT	78178753	Published – Intent to use	October 26, 2002	Playtex Products, Inc.
TUB PAL	2253832	Registered	June 15, 1999	Playtex Products, Inc.
TWISTAWAY	2210288	Registered	December 15, 1998	Playtex Products, Inc.
ULTIMATE	1239133	Registered	May 24, 1983	Playtex Products, Inc.
VENTAIRE	2601598	Registered	July 30, 2002	Playtex Products, Inc.

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
WE GLOVE YOUR HANDS	2643807	Registered	June 6, 2000	Playtex Products, Inc.
WEARSHIELD	1906563	Registered	July 18, 1995	Playtex Products, Inc.
YOUNG MAGIC	0732838	Renewed	June 12, 1962	Playtex Products, Inc.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2004, by Playtex Products, Inc., a Delaware corporation ("Grantor"), in favor of WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, in its capacity as Trustee (together with its successors and assigns, the "Trustee") for the benefit of the holders of Notes (as defined below) (such holders, the "Secured Parties").

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, dated as of the date hereof (the "Indenture"), by and among Playtex Products, Inc. (the "Company"), the Persons named therein as Guarantors and the Trustee, the Company intends to issue 8% Senior Secured Notes due 2011 (the "Notes");

WHEREAS, Grantor has agreed to execute and deliver to Trustee for the ratable benefit of Secured Parties, that certain Security Agreement dated as of the date herewith by and among Grantor, the other parties named therein and Trustee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Trustee, for the ratable benefit of Secured Parties, this Trademark Security Agreement;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants Trustee, for the ratable benefit of Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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

(b) all renewals of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Trustee, for the ratable benefit of Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Trustee with respect to the security interest in the Trademark 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.

[signature page follows]

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

PLAYTEX PRODUCTS, INC.

By: _____
Name: Glenn A. Forbes
Title: Executive Vice President, Chief Financial Officer and Director

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, as Trustee

By: _____
Name: Joseph P. O'Donnell
Title: Assistant Vice President

ACKNOWLEDGMENT OF GRANTOR
STATE OF New York)
) ss.
COUNTY OF New York)

On this 4th day of February, 2004 before me personally appeared Glenn A. Forbes, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PLAYTEX PRODUCTS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

_____
{seal} Notary Public

LOIS M. LAZZARINO
Notary Public, State of New York
No. 01LA4756058
Qualified in New York County
Commission Expires 01/31/2007