

RECC
TF

04-21-2004



Tab settings → → →

OFFICE OF PTF

102729064

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

FINANCE SECTION

1. Name of conveying party(ies):
The Denorex Company

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Form of Trademark Security Agreement

Execution date: April 6, 2004

2. Name and address of receiving party(ies):
Name: Citicorp North America, Inc. (as collateral agent
for the Tranche C Secured Parties)

Internal Address: _____
Street Address: 390 Greenwich Street
City: New York State: NY Zip: 10013

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

OFFICE OF PTF PUBLIC RECORDS
APR 16 AM 9:03
FINANCE SECTION

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

A. Trademark Application No.(s) _____
Additional number(s) attached _____

B. Trademark Registration No.(s) 0953248, 1245713
 Yes No

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

Name: Alida Stanley
Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
230800
(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.

Phyllis Eremitaggio Phyllis Eremitaggio April 16, 2004
Name of Person Signing Signature Date

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

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

04/20/2004 DRYNE 00000180 230800 0953248

01 FC:AS2 40.00 00
02 FC:AS2 25.00 00

**ANNEX 5
TO
PLEDGE AND SECURITY AGREEMENT**

Form of Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2004, by The Denorex Company ("Grantor"), in favor of Citicorp North America, Inc., as collateral agent for the Tranche C Secured Parties (the "Tranche C Agent") (as defined in the Credit Agreement referred to below).

Witnesseth:

WHEREAS, pursuant to the Credit Agreement, dated as of April 6, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PRESTIGE BRANDS, INC. (the "Borrower"), Prestige Brands International, LLC, a Delaware limited liability company, the Lenders and Issuers party thereto and CNAI, as collateral agent for the Tranche C Secured Parties (in such capacity, the "Tranche C Agent"), BANK OF AMERICA, N.A. ("BoFA"), as syndication agent for the Lenders and the Issuers (in such capacity, the "Syndication Agent") and MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc. ("Merrill"), as documentation agent for the Lenders and the Issuers (in such capacity, the "Documentation Agent"), the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, Grantor is party to a Pledge and Security Agreement of even date herewith in favor of the Tranche C Agent (the "Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Lenders, the Issuers and the Tranche C Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Tranche C Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Tranche C Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Tranche C Agent for the benefit of the Tranche C Secured Parties, and grants to the Tranche C Agent for the benefit of the Tranche C Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;

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

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

(d) all Proceeds of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any (i) past, present or future infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Tranche C Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Tranche C Agent 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 PAGES FOLLOW]

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.

Very truly yours,

THE DENOREX COMPANY,
as Grantor

By: 

Name: Peter J. Anderson
Title: VICE PRESIDENT

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Tranche C Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002952 FRAME: 0649

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.

Very truly yours,

THE DENOREX COMPANY,
as Grantor

By: _____


Name:

Title:

ACCEPTED AND AGREED

as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Tranche C Agent

By: 
Name: *Steven P. Dellhausen*
Title: *Vice President*

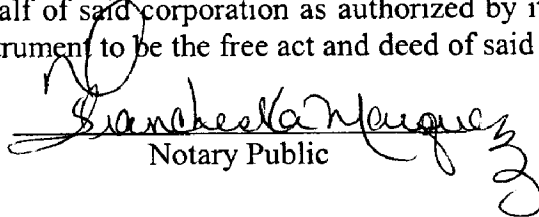
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002952 FRAME: 0650

ACKNOWLEDGMENT OF GRANTOR

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

On this 5 day of April, 2004 before me personally appeared PETER J. ANDERSON who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Denorex Company 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 as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

FRANCHESKA MARQUEZ
Notary Public, State of New York
No. 01MA6066704
Qualified in New York County
Expires November 19, 2005

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Country	Application No.	Registration No.
DENOREX	Canada	0390175	TMA216154
DENOREX	Puerto Rico	20497	20497
DENOREX	United States	72/406,700	953,248
DENOREX	United States	73/297,852	1,245,713

B. TRADEMARK APPLICATIONS

None.