

Tab settings [arrow icons]

2004 APR 16 9:08

102729070

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

1. Name of conveying party(ies):
The Comet Products Corporation

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

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

A. Trademark Application No.(s) 78/213334
Additional number(s) attached _____

B. Trademark Registration No.(s) 629287, 643062
 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:..... 3

7. Total fee (37 CFR 3.41):..... \$ 90.00
 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 DBYKNE 00000174 230800 78213334

01 FC:8521 40.00 BA
02 FC:8522 50.00 BA

**ANNEX 5
TO
PLEDGE AND SECURITY AGREEMENT**

Form of Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2004, by The Comet Products Corporation ("*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 COMET PRODUCTS CORPORATION,
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: 0687

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 COMET PRODUCTS CORPORATION,
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 Selhausen
Title: Vice President

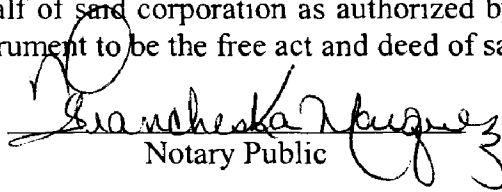
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002952 FRAME: 0688

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, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Comet Products Corporation, 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 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
Commission Expires November 19, 2005

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Country	Application No.	Registration No.
COMET	Afghanistan	N/A	1874
COMET	African Union Territories (OAPI)	60343	10294
COMET	Albania	180	5379
COMET	Armenia	1791	1428
COMET	Aruba	88101955	13839
COMET	Australia	127177	127177
COMET	Austria	AM 1379/64	52.972
COMET	Austria	AM 5170/99	188.616
COMET	Azerbaijan	181-PRT	950075
COMET	Bahamas	6655	6655
COMET	Bahrain	9696	9696
COMET	Barbados	6125	81/5916
COMET	Belarus	20010991	17898
COMET	Belarus	107029	558
CHLORINOL	Benelux	541945	048677
COMET	Bermuda	4159	4159
COMET	Bolivia	SM-2538-2000	84045-C
COMET	Bulgaria	20265	22035
COMET	Burundi	N/A	5167
COMET	Canada	295,321	TMA 146,473
COMET	Canada	206,742	UCA 35486
COMET and Design	Canada	293,273	TMA 149,131
COMET and Design	Canada	583,308	TMA 342,267
COMET SURFACES DELICATES	Canada	588,346	TMA 345,932
DELICATE SURFACE COMET	Canada	588,345	TMA 345,931
CHLORINOL	Canada	674,906	TMA394,903

Mark	Country	Application No.	Registration No.
CHLORINOL	Canada	239,629	TMA111,006
CHLORINOL PLUS	Canada	658,782	TMA435,232
COMET	Chile	N/A	612.567
COMET	China	N/A	75403
COMET	Colombia	92287528	136.050
COMET	Congo, Democratic Republic of	5167	185/C 5167
COMET	Costa Rica	N/A	19123
CHLORINOL	Costa Rica	N/A	54424
COMET	Croatia	Z920349A	Z920349
COMET	Czech Republic	69003	190948
COMET	Czech Republic	OZ166951	257105
CHLORINOL	Czech Republic	122989	213433
COMET	Denmark	VA 19999 03327	VR 1999 04579
COMET	Dominican Republic	N/A	10121
COMET	Ecuador	N/A	1-71-58
COMET and Design	Egypt	N/A	45054
COMET	El Salvador	2065	236BK-63
COMET	Estonia	9300469	06928
COMET	Finland	T199902336	220037
COMET	France	99 812 885	99812885
COMET	Georgia	002728/03	327
COMET	Germany	399 40 651.4/03	399 40 651
COMET	Greece	36	36
COMET-KOMET	Greece	37874	37874
COMET	Guatemala	N/A	10188
COMET	Haiti	N/A	210/107
COMET	Honduras	N/A	8.325
COMET	Hong Kong	N/A	03038/1997
COMET	Hungary	M9203005	136 038
COMET	India	279527	279527
COMET	Indonesia	N/A	342.504
COMET	Ireland	82139	82139
COMET	Ireland	96/6558 219270	219270

Mark	Country	Application No.	Registration No.
COMET	Israel	27329	27329
COMET	Jamaica	3/113	8529
COMET	Japan	48-004195	1657686
COMET	Japan	60-91476	2038240
COMET	Japan	60-120604	2038264
COMET (in English and Katakana)	Japan	36-15861/61	604214
COMET (Katakana)	Japan	48-004196	1657687
COMET	Jordan	9538	9538
COMET	Kazakhstan	4277	2500
COMET	Kazakhstan	18019	13911
COMET	Kenya	N/A	18266
COMET	Korea (Republic of)	1971-1894	22671
COMET	Kuwait	N/A	676
COMET	Kyrgyz Republic/Kyrgystan	107029	224
COMET	Latvia	M-92-1471	M 12188
COMET	Latvia	M-01-692	49308
COMET	Lebanon	91740	91740
COMET	Liberia	N/A	10692/518
COMET	Lithuania	RL 623	6119
COMET	Lithuania	2001-0787	44298
COMET	Malaysia	N/A	M-55802
COMET	Mexico	224424	489433
COMET	Mexico	107130	401636
COMET	Moldova	2811	2036
COMET	Mongolia	2742	2694
COMET	Morocco	18.138	34.867
COMET	Netherlands Antilles	N/A	01826
COMET	New Zealand	618377	618377
COMET	New Zealand	618378	618378
COMET	New Zealand	618376	618376
COMET	New Zealand	95816	95816
COMET	Nicaragua	N/A	8,893
COMET	Oman	2836	2836

Mark	Country	Application No.	Registration No.
COMET	Panama	N/A	5759
COMET	Peru	N/A	47003
COMET	Philippines	111222	4-1996-111923
COMET	Poland	Z-110105	76394
COMET	Portugal	339161	339.161
COMET	Portugal	14472	144.472
COMET	Qatar	N/A	3215
COMET	Romania	28979	19999
COMET	Russian Federation	2001 712 871	242 475
COMET	Russian Federation	107029	82739
COMET (in Cyrillic)	Russian Federation	97707883	169249
CHLORINOL	Russian Federation	96712732	168678
CHLORINOL	Russian Federation	98702242	175385
CHLORINOL (in Cyrillic)	Russian Federation	98702243	181791
CHLORINOL (in Cyrillic)	Russian Federation	96712733	168679
COMET	Rwanda	5167	5167
COMET	Saudi Arabia	N/A	29/99
COMET	Sierra Leone	N/A	8806
COMET	Singapore	N/A	T70/50553Z
COMET	Slovak Republic	POZ 1330-2001	199 915
COMET	Slovak Republic	69003	178 554
CHLORINOL	Slovak Republic	1695-97	187224
COMET	Slovenia	Z-9270340	9270340
COMET	Suriname	17788	17788
COMET	Sweden	99-05210	341 822
COMET	Switzerland	4756	356.273
COMET	Switzerland	2316	P 328.545
COMET	Switzerland	993	404.512
COMET	Switzerland	12954/2000	486.170
COMET	Taiwan	N/A	14695
COMET	Taiwan	81059240	611315
COMET (in Chinese Characters)	Taiwan	86017158	807058
COMET	Tajikistan	94002359	TJ1582

Mark	Country	Application No.	Registration No.
COMET	Tanganyika	14261	14261
COMET	Tangiers	3004	28.918
COMET	Thailand	444405	Kor131600
COMET	Turkey	2001/007767	2001 007767
COMET (Stylized)	Turkey	N/A	97837
COMET	Turkmenistan	1(1826)	1973
COMET	Ukraine	99114304	27976
COMET	Ukraine	2001052672	32630
COMET	United Arab Emirates	5817	10638
COMET	United Kingdom	740442	740442
COMET	United Kingdom	2206815	2206815
COMET	United Kingdom	558444	558444
CHLORINOL	United Kingdom	758209	758209
COMET	United States of America	71/689,653	629,287
CHLORINOL (stylized)	United States of America	71/698,793	643,062
COMET	Uruguay	79.564	338.073
COMET	Uzbekistan	MB GU 9302463.3	1339
COMET	Venezuela	N/A	33571-F
COMET	Venezuela	N/A	57211-F
COMETA	Venezuela	N/A	33367-F
COMETA	Venezuela	N/A	41622-F
COMETA and Design	Venezuela	N/A	41526-F
COMET	Vietnam	34 535	28732
COMET	Zanzibar/Tansania	46/71	261/71

B. TRADEMARK APPLICATIONS

Mark	Country	Application No.
COMET	Estonia	M200100758
COMET	Hungary	M0102530
COMET	Italy	RM2000C004223
COMET	Poland	Z-235099
ORANGE BRITE	United States	78/213,334
COMET	Uzbekistan	MGU 20010410

