

4/16/04

04-21-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

OFF



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

Tab settings

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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 Spic and Span Company (formerly known as SNS Household Brands, Inc.)

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

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

- 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)

B. Trademark Registration No.(s) 1945934, 0514362, 2717744, 2667238

Additional number(s) attached 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: 4

7. Total fee (37 CFR 3.41): \$ 115.00

- 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 Name of Person Signing

Signature

April 16, 2004 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

01 FC:0521 40.00 MA 02 FC:0522 75.00 MA

**ANNEX 5
TO
PLEDGE AND SECURITY AGREEMENT**

Form of Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2004, by The Spic and Span Company, formerly known as SNS Household Brands, Inc. ("*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).

W i t n e s s e t h:

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 Spic and Span 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: 0787

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 Spic and Span 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: *Robert Chen*

Title: *Vice President*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002952 FRAME: 0788

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 Spic and Span Company 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.

Esmeralda Marquez
Notary Public

ESMERALDA MARQUEZ
Notary Public, State of New York
No. 01MA6066704
Qualified in New York County
Commission Expires November 19, 2007

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Country	Application No.	Registration No.
SPIC AND SPAN*	Afghanistan	1041	1872
SPIC AND SPAN	Albania	152	5646
SPIC AND SPAN	Argentina	2379555	1912791
SPIC AND SPAN*	Armenia	1812	1449
SPIC AND SPAN	Aruba	20294	20294
SPIC AND SPAN	Aruba	88101977	13861
SPIC AND SPAN*	Azerbaijan	200 PRT	950055
SPIC AND SPAN	Bahamas	22321	22321
SPIC AND SPAN	Bahamas	1325	1325
SPIC AND SPAN	Bahamas	22320	22320
SPIC AND SPAN	Bahamas	22319	22319
SPIC AND SPAN*	Belarus	N/A	549
CINCH	Benelux	N/A	51,425
SPIC	Benelux	626611	354135
SPIC & SPAN	Benelux	669476	401975
SPIC & SPAN (and design)	Benelux	690820	426533
SPIC & SPAN (and design)	Benelux	765756	0499185
SPIC & SPAN (and design)	Benelux	695628	487133
SPIC & SPAN (and design)	Benelux	610824	335749
SPIC & SPAN (and design)	Benelux	546132	57689
SPIC & SPAN (and design)	Benelux	690819	426532
SPIC & SPAN (and design)	Benelux	608334	332358
SPIC & SPAN (and design)	Benelux	754870	0488020
SPIC AND SPAN	Benelux	541964	051406
SPIC AND SPAN	Bermuda	2061	2061
SPIC AND SPAN	Bolivia	SM-94-3398	61841-C
SPIC AND SPAN	Brazil	815398425	815398425

Mark	Country	Application No.	Registration No.
SPIC AND SPAN	Brazil	819651567	819651567
SPIC & SPAN	Bulgaria	6164	6164
CINCH	Canada	457504	266388
CINCH	Canada	832441	TMA571,608
CINCH	Canada	260787	124632
SPIC AND SPAN	Canada	184704	77/20098
SPIC AND SPAN	Canada	295322	146474
SPIC AND SPAN	Canada	2816	2816
SPIC AND SPAN (and design)	Canada	293298	146364
SPIC AND SPAN (and design)	Canada	557919	331378
SPIC AND SPAN	Chile	562945	562945
SPIC AND SPAN	Costa Rica	19395	19395
SPIC AND SPAN	Costa Rica	120509	120509
SPIC AND SPAN*	Croatia	01/2527	Z931471
SPIC & SPAN	Cuba	1064-97	128092
SPIC & SPAN	Czech Republic	N/A	158296
CINCH	Denmark	3442	809
SPIC AND SPAN	Denmark	1223/56	1500/1957
SPIC AND SPAN	Denmark	1273/60	1281/60
SPIC AND SPAN	Dominican Republic	0110550	0110550
SPIC AND SPAN	Dominican Republic	10240	10240
SPIC AND SPAN	Dominican Republic	0110617	0110617
SPIC AND SPAN	Ecuador	3363-95	3363-95
SPIC AND SPAN	El Salvador	11999008501	196BK-111
SPIC AND SPAN	El Salvador	1332-98	53BK-84
SPIC & SPAN*	Estonia	402	06911
CINCH	Finland	3608	89,550
SPIC AND SPAN	Finland	2373/61	39629
SPIC AND SPAN	Finland	2687/58	34733
CINCH	France	22394	1,375,275
CINCH	France	441763	15909925
SPIC	France	304796	1688597
SPIC & SPAN	France	14249	1347813

Mark	Country	Application No.	Registration No.
SPIC & SPAN (and design)	France	19403	1368256
SPIC (and design)	France	503228	1504520
SPIC AND SPAN	France	99818635	99818635
SPIC & SPAN*	Georgia	002898/03	193
SPIC	Germany	P32820/3WZ	1108718/3
SPIC & SPAN (and design)	Germany	P16029/3WZ	942415
SPIC AND SPAN	Germany	39959869.3/2	39959869
SPICSPAN	Germany	P10461	782553
CINCH	Germany	P28297 3WZ	1026371
SPIC	Greece	33337	33337
SPIC AND SPAN	Greece	22513	22513
SPIC AND SPAN	Guatemala	222-2000	112275
SPIC AND SPAN	Guatemala	10392	10392
SPIC AND SPAN	Honduras	8684	8684
SPIC AND SPAN	Honduras	3103-99	76306
SPIC AND SPAN	Honduras	15722-99	79649
SPIC AND SPAN*	Hungary	002898/03	119883
SPIC	Ireland	41575	41575
SPIC AND SPAN	Jamaica	3/4010	B35930
SPIC AND SPAN	Jamaica	21/452	B36276
SPIC & SPAN*	Kazakhstan	4297	2582
SPIC & SPAN*	Kyrgyzstan	77367	267
SPIC AND SPAN (& ARABIC)	Libya	N/A	5092/6143
SPIC	Liechtenstein	3285	3285
SPIC AND SPAN	Macedonia	PZ-2390/94	02083
CINCH	Mexico	162934	452669
SPIC AND SPAN	Mexico	398914	637003
SPIC AND SPAN	Mexico	90834	387266
SPIC & SPAN*	Moldova	2876	1617
SPIC	Monaco	168	18409
SPIC & SPAN	Monaco	3563	R97176576
SPIC AND SPAN	Nicaragua	99-4133	45560
SPIC AND SPAN	Nicaragua	8968	8968

Mark	Country	Application No.	Registration No.
CINCH	Norway	821660	115573
SPIC AND SPAN	Norway	60271	49171
SPIC AND SPAN	Panama	5756	5756
SPIC AND SPAN	Panama	104755	104755
SPIC AND SPAN	Peru	81090	81090
CINCH	Philippines	125422	125422
SPIC AND SPAN	Poland	Z-202484	Z-202484
CINCH	Portugal	216474	216471
SPIC AND SPAN	Portugal	173171	173171
CINCH	Puerto Rico	24754	24754
SPIC AND SPAN	Puerto Rico	6021	6021
SPIC AND SPAN	Puerto Rico	25722	25722
SPIC & SPAN	Romania	N/A	2R 3634
SPIC & SPAN*	Russian Federation	77367	59309
SPIC & SPAN	Serbia and Montenegro	N/A	18082z417/6
SPIC AND SPAN	Slovakia	41931	158296
SPIC & SPAN	Slovenia	Z-6880417	6880417
CINCH	Spain	994011	994011
CINCH	Sweden	N/A	126367
SPIC AND SPAN	Sweden	1435/56	81169
CINCH	Switzerland	N/A	354934
CINCH (& Device)	Switzerland	N/A	329955
CINCH (& Device)	Switzerland	N/A	329954
SPIC	Switzerland	291357	291357
SPIC & SPAN	Switzerland	364383	364383
SPIC AND SPAN	Switzerland	403391	403391
SPIC AND SPAN	Switzerland	288161	288161
SPIC & SPAN*	Tajikistan	94001826	1285
SPIC & SPAN*	Turkmenistan	1(2751)	2027
CINCH	United Kingdom	N/A	902,309
SPAN	United Kingdom	1235469	1235469
SPAN	United Kingdom	538536	538536
SPIC	United Kingdom	B1235468	B1235468

Mark	Country	Application No.	Registration No.
SPIC	United Kingdom	B802950	B802950
CINCH	United States of America	74/645,949	1,945,934
SPIC AND SPAN	United States of America	71/528,004	0,514,362
SPIC AND SPAN	United States of America	75/982,894	2,717,744
SPIC AND SPAN EVERYDAY	United States of America	76/316,318	2,667,238
SPIC AND SPAN	Uruguay	279332	279332
SPIC & SPAN*	Uzbekistan	9302502.3	1378
SPIC AND SPAN	Venezuela	17639	17639
SPIC AND SPAN	Virgin Islands, British	3469	3469

*Marks to be abandoned by The Spic and Span Company

B. TRADEMARK APPLICATIONS

Mark	Country	Application No.	Registration No.
SPIC AND SPAN	Brazil	822467879	(published)
SPIC AND SPAN	Canada	1030555	(published)
SPIC AND SPAN	Malta	37946	
SPIC AND SPAN	Turks and Caicos Islands	11233	
SPIC AND SPAN	Turks and Caicos Islands	11232	