

4/16/04

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OFFICE OF PATENT AND TRADEMARKS



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

Tab settings

2004 APR 16

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

1. Name of conveying party(ies):
The Cutex 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

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

A. Trademark Application No.(s) 76/023347, 71/512852, 71/130450, 71/100998 and others listed on Schedule I
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
 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: 16

7. Total fee (37 CFR 3.41): \$ 415.00
 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

01 FC:0581 40.00 BA
02 FC:0582 375.00 BA

Schedule I
to
Trademark Security Agreement

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Country	Application No.	Registration No.
BULL'S EYE AND PEDESTAL DESIGN	United States	76/023,347	2,566,585
CUTEX	United States	71/512,852	0,442,549
CUTEX	United States	71/130,450	0,139,040
CUTEX	United States	71/100,998	0,117,584
CUTEX	United States	73/544,137	1,375,414
CUTEX	United States	75/902,121	2,511,752
CUTEX	United States	71/112,081	0,124,134
CUTEX (and Design)	United States	75/902,121	2,554,788
CUTEX(stylized)	United States	75/902,203	2,495,696
CUTEX QUICK AND GENTLE	United States	74/588,121	2,016,204
ESSENTIAL CARE	United States	78/092,848	2,657,298
MISCELLANEOUS BOTTLE DESIGN	United States	74/626,967	2,244,794
NO SPILLS, NO MESS, JUST PRESS!	United States	75/919,532	2,469,324
NO SPILLS, NO MESS, JUST WIPE!	United States	75/919,235	2,469,321
SIMPLE PAD	United States	76/023,348	2,459,590
SIMPLEGEL	United States	75/819,563	2,397,709

B. TRADEMARK APPLICATIONS

None.

**ANNEX 5
TO
PLEDGE AND SECURITY AGREEMENT**

Form of Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2004, by The Cutex 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).

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 Cutex 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: 002953 FRAME: 0959

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 Cutex Company,
as Grantor

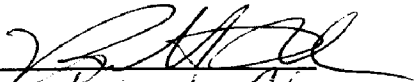
By: _____

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: 002953 FRAME: 0960

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 Celix 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.

Francheska Marquez
Notary Public

FRANCHESKA MARQUEZ
Notary Public, State of New York
No. 01MA6066704
Qualified in New York County
Commission Expires November 19, 2004

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]