

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Cutex Company		04/06/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc. (as agent for the first priority secured parties)		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78649967	DON'T TAKE IT OFF TWIST IT OFF	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	john.longobardo@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o John Longobardo		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	John Longobardo		
Signature:	/John Longobardo/		
Date:	08/23/2005		

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Total Attachments: 6
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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. ("CNAI"), as agent for the First-Priority Secured Parties (the "Administrative Agent").

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 administrative agent for the Lenders and the Issuers and collateral agent for the First-Priority Secured Parties (in such capacity, the "Administrative 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 Administrative 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 Administrative 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 the Administrative 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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the First-Priority Secured Parties, and grants to the Administrative Agent for the benefit of the First-Priority 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

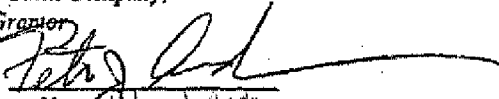
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent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

By: _____
Name:
Title:

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:

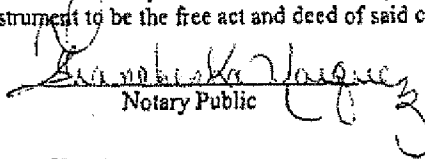
CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: 
Name: Robert Chen
Title: Vice President

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 Ruston Corp. and 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 2004

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

CUTEX TRADEMARK LIST

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Current Owner	Status
US	DON'T TAKE IT OFF TWIST IT OFF	78/649967	6/14/05			The Cutex Company	Pending