

**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
Playtex Products, Inc.		02/13/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association
Street Address:	100 East Wisconsin Avenue
Internal Address:	MAC N9811-143
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	78640080	BIG ONES
Serial Number:	78737935	CHUBS
Serial Number:	78659132	COOLSTER
Serial Number:	78719706	DROP-INS SYSTEM
Serial Number:	78620177	FRESH ONES
Serial Number:	78788573	IT'S JUST ANOTHER DAY
Serial Number:	78679872	PET GENIE
Serial Number:	78741452	SKINTENSITY
Serial Number:	78659057	TALKIN' SIPSTER
Serial Number:	78630068	THE DROP-INS SYSTEM
Serial Number:	78612941	TIME RELEASE COLOR
Serial Number:	78644419	TRANSITIONS
Serial Number:	78690723	WET ONES FRESH 'N FLUSH

CH \$340.00 78640080

CORRESPONDENCE DATA

Fax Number: (212)732-3232

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2127323200

Email: auslander@clm.com

Correspondent Name: Rose Auslander

Address Line 1: 2 Wall Street

Address Line 4: New York, NEW YORK 10005-2072

ATTORNEY DOCKET NUMBER:	PLA21 040
NAME OF SUBMITTER:	Rose Auslander
Signature:	/Rose Auslander/
Date:	03/22/2006

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 13, 2006, by Playtex Products, Inc., a Delaware corporation (“Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Trustee (together with its successors and assigns, the “Trustee”) for the benefit of the holders of Notes (as defined below) (such holders, the “Secured Parties”).

### WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of February 19, 2004 (the “Indenture”), by and among Playtex Products, Inc. (the “Company”), the Persons named therein as Guarantors and the Trustee, the Company intends to issue 8% Senior Secured Notes due 2011 (the “Notes”):

WHEREAS, Grantor has executed and delivered to Trustee for the ratable benefit of Secured Parties, that certain Security Agreement dated as of February 19, 2004 by and among Grantor, the other parties named therein and Trustee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”):

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Trustee, for the ratable benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants Trustee, for the ratable benefit of Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Trustee, for the ratable benefit of Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Trustee 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 page follows]

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.

PLAYTEX PRODUCTS, INC.

By: *William Stammer*  
Name: William Stammer  
Title: Associate General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION, as Trustee

By: *[Signature]*  
Name: Joseph P. [Signature]  
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut )  
  ) ss. Westport  
COUNTY OF Fairfield )

On this 13th day of February, 2006 before me personally appeared William Stammer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PLAYTEX PRODUCTS, INC., 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 authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

*[Signature]*  
{ seal } Notary Public

Ann Munnelly  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires 6/30/09

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

Mark	Date Filed	Application Number	Registration Number
BIG ONES	5/31/2005	78/640,080	
CHUBS	10/21/2005	78/737,935	
COOLSTER	6/27/2005	78/659,132	
DROP-INS SYSTEM (and bottle design)	9/23/2005	78/719,706	
FRESH ONES	4/29/2005	78/620,177	
IT'S JUST ANOTHER DAY	1/10/2006	78/788,573	
PET GENIE	7/27/2005	78/679,872	
SKINTENSITY	10/27/2005	78/741,452	
TALKIN' SIPSTER	6/27/2005	78/659,057	
THE DROP-INS SYSTEM (and design)	5/13/2005	78/630,068	
TIME RELEASE COLOR	4/20/2005	78/612,941	
TRANSITIONS	6/6/2005	78/644,419	
WET ONES FRESH 'N FLUSH	8/11/2005	78/690,723	