# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Lien Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| American Safety Razor Company, LLC | | 07/31/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | UBS AG, STAMFORD BRANCH, as collateral agent |
| Street Address: | 677 Washington Boulevard |
| City: | Stamford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06901 |
| Entity Type: | Banking Corporation: SWITZERLAND |

PROPERTY NUMBERS Total: 75

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2246683 | ACTI-FLEXX |
| Registration Number: | 2663753 | ADVANCED COMFORT |
| Registration Number: | 2405807 | AMERICAN LINE |
| Registration Number: | 1525277 | AUTO |
| Registration Number: | 1564196 | AUTO PLUS |
| Registration Number: | 1563064 | BLADESMITH |
| Registration Number: | 2372914 | BLUE THUNDER |
| Registration Number: | 1225750 | BUENOS DIAS |
| Registration Number: | 2153977 | BUMP FIGHTER |
| Registration Number: | 1835181 | BUMP GUARD |
| Registration Number: | 3014763 | BURMA-SHAVE |
| Registration Number: | 2025887 | BURMA SHAVE |
| Registration Number: | 1115482 | BURMA-SHAVE |

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|---|---|---|
| Registration Number: | 1472866 | COMFORT COATED |
| Registration Number: | 2488786 | COMFORT TOUCH |
| Registration Number: | 825361 | CRYSTAL |
| Registration Number: | 2943569 | CRYSTAL |
| Registration Number: | 1933686 | DERMABLADE |
| Registration Number: | 2478260 | DERMASEAL |
| Registration Number: | 2564298 | DOUBLE FLEX |
| Registration Number: | 2600901 | EL PERFILADOR |
| Registration Number: | 1173295 | EVER-READY |
| Registration Number: | 0903471 | FLICKER |
| Registration Number: | 0962694 | FLICKER |
| Registration Number: | 2166321 | GEM |
| Registration Number: | 0354628 | GEM |
| Registration Number: | 0849020 | GEM |
| Registration Number: | 0187946 | GEM |
| Registration Number: | 0244922 | JEWEL |
| Registration Number: | 1348940 | LADY PERSONNA |
| Registration Number: | 1538951 | LADY PERSONNA PLUS |
| Registration Number: | 1538956 | LEGMATE |
| Registration Number: | 2281196 | MBC |
| Registration Number: | 3087984 | MATRIX 3 |
| Registration Number: | 2444811 | MICRO MATRIX |
| Registration Number: | 1555647 | MICROCOAT |
| Registration Number: | 3094284 | MYSTIQUE |
| Registration Number: | 0236033 | PAL |
| Registration Number: | 0358335 | PAREX |
| Registration Number: | 0812485 | PERSONNA |
| Registration Number: | 1421801 | PERSONNA |
| Registration Number: | 0436340 | PERSONNA |
| Registration Number: | 0337664 | PERSONNA |
| Registration Number: | 1537220 | PERSONNA II |
| Registration Number: | 1536107 | PERSONNA II PLUS |
| Registration Number: | 3112605 | PERSONNA DERMAGARD |
| Registration Number: | 1738188 | PERSONNA MEDICAL |
| Registration Number: | 1555648 | PERSONNA PLUS |

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|---|---|---|
| Registration Number: | 1930575 | PERSONNA PLUS |
| Registration Number: | 1834518 | PERSONNA SAFETY SCALPEL |
| Registration Number: | 1478335 | PFB |
| Registration Number: | 2151312 | PIROUETTE |
| Registration Number: | 2338913 | PREMIER |
| Registration Number: | 2291434 | PREMIER COMFORT |
| Registration Number: | 2699891 | RUBBER GRIP HANDLE FOR GREATER CONTROL |
| Registration Number: | 1130696 | SINGLES |
| Registration Number: | 1136030 | SKIN-SHIELD |
| Registration Number: | 2671407 | SMARTEDGE |
| Registration Number: | 1160680 | SMITH |
| Registration Number: | 2801500 | SPEED 3 |
| Registration Number: | 0062752 | STAR |
| Registration Number: | 1216432 | |
| Registration Number: | 2557437 | THERAPY FOR YOUR FEET |
| Registration Number: | 1205175 | THE BUMP FIGHTER |
| Registration Number: | 1943062 | TRAVELMATE |
| Registration Number: | 1049409 | TREET |
| Registration Number: | 2347524 | TRI-FLEXXX |
| Registration Number: | 1538957 | WHISPER |
| Serial Number: | 78304776 | 4 FLEXXXX |
| Serial Number: | 78404816 | B'KINI RAZOR |
| Serial Number: | 78304788 | FOUR FLEXXXX |
| Serial Number: | 76527570 | ON SCHEDULE |
| Serial Number: | 78304761 | SPEED 4 |
| Serial Number: | 78309233 | SUPREME 3 |
| Serial Number: | 78562835 | TRI-FLEXXX POWER |

CORRESPONDENCE DATA


Fax Number: (202)756-9299

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

Phone: 202-756-9292

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street

Address Line 2: 6th Floor

Address Line 4: Albany, NEW YORK 12207

| | |
|---|---|
| NAME OF SUBMITTER: | Christine Wilson |
| Signature: | /CHRISTINE WILSON/ |
| Date: | 08/16/2006 |

Total Attachments: 8
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**First Lien Trademark Security Agreement**

**Trademark Security Agreement**, dated as of July 31, 2006, by AMERICAN SAFETY RAZOR COMPANY, LLC, a Delaware corporation, (the "Borrower") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, Pledgors are party to a First Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the applicable Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the applicable Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine with the consent of such Pledgor, which consent shall not be unreasonably delayed or withheld.

SECTION 4. Termination. Upon the full performance of the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

AMERICAN SAFETY RAZOR COMPANY, LLC

By: _____
Name: J. Andrew Bolt
Title: Executive Vice President

RSA HOLDINGS CORP. OF DELAWARE

By: _____
Name: J. Andrew Bolt
Title: Vice President

AMERICAN SAFETY RAZOR CORPORATION

By: _____
Name: J. Andrew Bolt
Title: Vice President

MEGAS BEAUTY CARE, INC.

By: _____
Name: J. Andrew Bolt
Title: Vice President

PERSONNA INTERNATIONAL DE PUERTO RICO, INC.

By: _____
Name: J. Andrew Bolt
Title: Vice President

RSA SOAP COMPANY, INC.

By: _____
Name: J. Andrew Bolt
Title: Vice President

*[First Lien Trademark Security Agreement]*

ASR HOLDINGS, INC.

By: _____

Name: J. Andrew Bolt

Title: Vice President

[*First Lien Trademark Security Agreement*]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name: Richard L. Tavrow
Title: Director

By: _____
Name: Irja R. Otsa
Title: Associate Director

**SCHEDULE I**
**to**
**TRADEMARK SECURITY AGREEMENT**
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

| TRADEMARK | REGISTRATION NUMBER | OWNER |
|---|---|---|
| ACTI-FLEXX | 2,246,683 | American Safety Razor Company ("ASR") |
| ADVANCED COMFORT | 2,663,753 | ASR |
| AMERICAN LINE | 2,405,807 | ASR |
| AUTO | 1,525,277 | ASR |
| AUTO PLUS | 1,564,196 | ASR |
| BLADESMITH | 1,563,064 | ASR |
| BLUE THUNDER | 2,372,914 | ASR |
| BUENOS DIAS | 1,225,750 | ASR |
| BUMP FIGHTER | 2,153,977 | ASR |
| BUMP GUARD | 1,853,181 | ASR |
| BURMA SHAVE | 2,025,887 | ASR |
| BURMA-SHAVE | 3,014,763 | ASR |
| BURMA-SHAVE | 1,115,482 | ASR |
| COMFORT COATED | 1,472,866 | ASR |
| COMFORT TOUCH | 2,488,786 | ASR |
| CRYSTAL | 0,825,361 | ASR |
| CRYSTAL | 2,943,569 | ASR |
| DERMABLADE | 1,933,686 | ASR |
| DERMASEAL | 2,478,260 | ASR |
| DOUBLE FLEX | 2,564,298 | ASR |
| EL PERFILADOR | 2,600,901 | ASR |
| EVER-READY | 1,173,295 | ASR |
| FLICKER | 0,903,471 | ASR |
| FLICKER (stylized) | 0,962,694 | ASR |
| GEM | 0,187,946 | ASR |
| GEM | 0,849,020 | ASR |
| GEM | 0,354,628 | ASR |
| GEM | 2,166,321 | ASR |
| JEWEL | 0,244,922 | ASR |
| LADY PERSONNA | 1,348,940 | ASR |
| LADY PERSONNA PLUS | 1,538,951 | ASR |

| | | |
|---|---|---|
| LEGMATE | 1,538,956 | ASR |
| MBC | 2,281,196 | ASR |
| MATRIX 3 | 3,087,984 | ASR |
| MICRO MATRIX | 2,444,811 | ASR |
| MICROCOAT | 1,555,647 | ASR |
| MYSTIQUE | 3,094,284 | ASR |
| PAL (stylized) | 236,033 | ASR |
| PAREX | 358,335 | ASR |
| PERSONNA | 812,485 | ASR |
| PERSONNA | 1,421,801 | ASR |
| PERSONNA (stylized) | 436,340 | ASR |
| PERSONNA (stylized) | 337,664 | ASR |
| PERSONNA II | 1,537,220 | ASR |
| PERSONNA II PLUS | 1,536,107 | ASR |
| PERSONNA DERMAGARD | 3,112,605 | ASR |
| PERSONNA MEDICAL | 1,738,188 | ASR |
| PERSONNA PLUS | 1,555,648 | ASR |
| PERSONNA PLUS (& Design) | 1,930,575 | ASR |
| PERSONNA SAFETY SCALPEL | 1,834,518 | ASR |
| PFB | 1,478,335 | ASR |
| PIROUETTE | 2,151,312 | ASR |
| PREMIER | 2,338,913 | ASR |
| PREMIER COMFORT | 2,291,434 | ASR |
| RUBBER GRIP HANDLE FOR GREATER CONTROL (& Design) | 2,699,891 | ASR |
| SINGLES | 1,130,696 | ASR |
| SKIN-SHIELD | 1,136,030 | ASR |
| SMARTEDGE | 2,671,407 | ASR |
| SMITH | 1,160,680 | ASR |
| SPEED 3 | 2,801,500 | ASR |
| STAR (& Design) | 062,752 | ASR |
| SWIRL (Design only) | 1,216,432 | ASR |
| THERAPY FOR YOUR FEET | 2,557,437 | ASR |
| THE BUMP FIGHTER | 1,205,175 | ASR |
| TRAVELMATE | 1,943,062 | ASR |
| TREET | 1,049,409 | ASR |
| TRI-FLEXXX | 2,347,524 | ASR |
| WHISPER | 1,538,957 | ASR |

**Trademark Applications:**

| TRADEMARK | APPLICATION NUMBER | OWNER |
|---|---|---|
| 4 FLEXXXX | 78/304,776 | ASR |
| B'KINI RAZOR (stylized & Design) | 78/404,816 | ASR |
| FOUR FLEXXXX | 78/304,788 | ASR |
| SPEED 3 SUN | 76/527,570 | ASR |
| SPEED 4 | 78/304,761 | ASR |
| SUPREME 3 | 78/309,233 | ASR |
| TRI-FLEXXX POWER | 78/562,835 | ASR |

**SCHEDULE II**
**to**
**TRADEMARK SECURITY AGREEMENT**
**ORIGINAL GUARANTORS**

| NAME | ADDRESS |
|---|---|
| RSA Holdings Corp. of Delaware | c/o J.W. Childs<br>Equity Partners II, L.P.<br>111 Huntington Avenue<br>Suite 2900<br>Boston, MA 02199-7160 |
| ASR Holdings, Inc. | c/o American Safety Razor Company<br>One Razor Blade Lane<br>Verona, VA 24482-0979 |
| American Safety Razor Corporation | c/o American Safety Razor Company<br>One Razor Blade Lane<br>Verona, VA 24482-0979 |
| Personna International de Puerto Rico, Inc. | c/o Industrias Manufactureras<br>ASR de Puerto Rico, Inc.<br>Road #3 Km 23.7<br>Las Flores Industrial Park<br>Rio Grande, Puerto Rico 00745-1689 |
| RSA Soap Company, Inc. | c/o American Safety Razor Company<br>One Razor Blade Lane<br>Verona, VA 24482-0979 |
| Megas Beauty Care, Inc. | c/o American Safety Razor Company<br>One Razor Blade Lane<br>Verona, VA 24482-0979 |