TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second 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

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 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/17/2006

Total Attachments: 9
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Second 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. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

TRADEMARK
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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 Second 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 Boit
Title: Executive Vice President

RSA HOLDINGS CORP. OF DELAWARE

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

AMERICAN SAFETY RAZOR CORPORATION

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

MEGAS BEAUTY CARE, INC.

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

PERSONNA INTERNATIONAL DE PUERTO RICO, INC.

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

RSA SOAP COMPANY, INC.

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

[*Second Lien Trademark Security Agreement*]

ASR HOLDINGS, INC.

By: _____

Name: J. Andrew Pratt

Title: Vice President

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