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		04/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RSA HOLDINGS CORP. OF DELAWARE		04/22/2010	CORPORATION: DELAWARE
ASR HOLDINGS, INC.		04/22/2010	CORPORATION: DELAWARE
AMERICAN SAFETY RAZOR CORPORATION		04/22/2010	CORPORATION: NEW YORK
PERSONNA INTERNATIONAL DE PUERTO RICO, INC.		04/22/2010	CORPORATION: DELAWARE
RSA SOAP COMPANY, INC.		04/22/2010	CORPORATION: OHIO
MEGAS BEAUTY CARE, INC.		04/22/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CANTOR FITZGERALD SECURITIES, AS COLLATERAL AGENT
Street Address:	110 East 59th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: NEW YORK

CH $2390.00 2246683

PROPERTY NUMBERS Total: 95

Property Type	Number	Word Mark
Registration Number:	2246683	ACTI-FLEXX
Registration Number:	2405807	AMERICAN LINE
Registration Number:	3769511	AUTO CHANGE
Registration Number:	1564196	AUTO PLUS
Registration Number:	3151675	B'KINI RAZOR
Registration Number:	3300188	BIKINI

Registration Number:	3764969	BIOSHAVE
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:	2025887	BURMA SHAVE
Registration Number:	3014763	BURMA-SHAVE
Registration Number:	1472866	COMFORT COATED
Registration Number:	2488786	COMFORT TOUCH
Registration Number:	2943569	CRYSTAL
Registration Number:	1933686	DERMABLADE
Registration Number:	2478260	DERMASEAL
Registration Number:	2600901	EL PERFILADOR
Registration Number:	1173295	EVER-READY
Registration Number:	3753380	FLARE
Registration Number:	0903471	FLICKER
Registration Number:	0962694	FLICKER
Registration Number:	0187946	GEM
Registration Number:	0849020	GEM
Registration Number:	0354628	GEM
Registration Number:	2166321	GEM
Registration Number:	3697061	GENTLE TOUCH
Registration Number:	1348940	LADY PERSONNA
Registration Number:	1538951	LADY PERSONNA PLUS
Registration Number:	3620673	M5 MAGNUM
Registration Number:	3627916	MAGNUM
Registration Number:	3087984	MATRIX 3
Registration Number:	2281196	MBC
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:	3709295	PERSONNA
Registration Number:	0436340	PERSONNA
Registration Number:	3694134	PERSONNA AMERICAN SAFETY RAZOR CO.
Registration Number:	3112605	PERSONNA DERMAGARD
Registration Number:	3521277	PERSONNA
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:	3517066	SOLARA
Registration Number:	2801500	SPEED 3
Registration Number:	0062752	STAR
Registration Number:	3276097	SUPREME 3
Registration Number:	1216432	
Registration Number:	1205175	THE BUMP FIGHTER
Registration Number:	1943062	TRAVELMATE
Registration Number:	1049409	TREET
Registration Number:	2347524	TRI-FLEXXX
Registration Number:	3137104	TRI-FLEXXX POWER
Registration Number:	3349224	VOGUE
Serial Number:	77693856	AUTO CHANGE
Serial Number:	77646235	BIOSHAVE
Serial Number:	77671301	BLADEGARD
Serial Number:	77835742	BURMA-SHAVE
Serial Number:	77964964	CAPRI

Serial Number:	77803222	E3
Serial Number:	77869230	ELEGANCE
Serial Number:	78922567	FLARE
Serial Number:	77671727	GENTLE TOUCH
Serial Number:	77534621	JEWEL
Serial Number:	77748811	M5 CARBON
Serial Number:	77916531	M5 MAGNUM AIR
Serial Number:	77729232	MAGNUM 3
Serial Number:	77472117	PERSONNA AMERICAN SAFETY RAZOR CO.
Serial Number:	77090836	PERSONNA COMFORT
Serial Number:	77870035	SAPPHIRE
Serial Number:	77690732	SHAVE GREEN
Serial Number:	77869367	SIMPLY SILKY
Serial Number:	77592112	SOLARA
Serial Number:	77278874	SPEED 4
Serial Number:	77598201	SPEED 5
Serial Number:	77302046	SUNSOFT
Serial Number:	77729272	WHISPER
Serial Number:	77400756	X5

CORRESPONDENCE DATA

Fax Number: (617)856-8201

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

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Brown Rudnick LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	28786/1
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/Mark S. Leonardo/
Date:	04/23/2010

Total Attachments: 9

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Second Lien Trademark Security Agreement

This **Second Lien Trademark Security Agreement**, dated as of April 22, 2010 (this "Trademark Security Agreement"), by AMERICAN SAFETY RAZOR COMPANY, LLC, a Delaware limited liability company, RSA HOLDINGS CORP. OF DELAWARE, a Delaware corporation, ASR HOLDINGS, INC., a Delaware corporation, AMERICAN SAFETY RAZOR CORPORATION, a New York corporation, PERSONNA INTERNATIONAL DE PUERTO RICO, INC., a Delaware corporation, RSA SOAP COMPANY, INC., an Ohio corporation, and MEGAS BEAUTY CARE, INC., a Delaware corporation (collectively, the "Pledgors"), in favor of CANTOR FITZGERALD SECURITIES, in its capacity as successor Collateral Agent to UBS AG, STAMFORD BRANCH (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH

WHEREAS, Pledgors are party to a Second Lien Security Agreement, dated as of July 31, 2006 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in accordance with the 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 itself and 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. This Trademark Security Agreement is in addition to and not intended to replace any other Trademark Security Agreement entered into prior to the date hereof.

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) and the termination of the Loan Documents, at the expense of the Pledgors, 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.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or by other electronic transmission shall be as effective as a delivery of a manually executed counterpart of this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this 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: J. Andrew Bolt
Name: J. Andrew Bolt
Title: Executive Vice President

RSA HOLDINGS CORP. OF DELAWARE

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

AMERICAN SAFETY RAZOR CORPORATION

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

MEGAS BEAUTY CARE, INC.

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

PERSONNA INTERNATIONAL DE PUERTO RICO, INC.

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

RSA SOAP COMPANY, INC.

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

ASR HOLDINGS, INC.

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

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES
as Collateral Agent

By:_____
Name: James Bond
Title: Chief Operating Officer

By:_____
Name:
Title:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Registration Number	Owner
ACTI-FLEXX	2,246,683	American Safety Razor Company ("ASR")
AMERICAN LINE	2,405,807	ASR
AUTO CHANGE	3,769,511	ASR
AUTO PLUS	1,564,196	ASR
B'KINI (and design)	3,151,675	ASR
BIKINI (stylized and design)	3,300,188	ASR
BIOSHAVE	3,764,969	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	1,835,181	ASR
BURMA SHAVE	2,025,887	ASR
BURMA-SHAVE	3,014,763	ASR
COMFORT COATED	1,472,866	ASR
COMFORT TOUCH	2,488,786	ASR
CRYSTAL	2,943,569	ASR
DERMABLADE	1,933,686	ASR
DERMASEAL	2,478,260	ASR
EL PERFILADOR	2,600,901	ASR
EVER-READY	1,173,295	ASR
FLARE	3,753,380	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
GENTLE TOUCH	3,697,061	ASR
LADY PERSONNA	1,348,940	ASR
LADY PERSONNA PLUS	1,538,951	ASR

M5 MAGNUM	3,620,673	ASR
MAGNUM	3,627,916	ASR
MATRIX 3	3,087,984	ASR
MBC	2,281,196	ASR
MICRO MATRIX	2,444,811	ASR
MICROCOAT	1,555,647	ASR
MYSTIQUE	3,094,284	ASR
PAL (stylized)	0,236,033	ASR
PAREX	0,358,335	ASR
PERSONNA	0,812,485	ASR
PERSONNA	1,421,801	ASR
PERSONNA	3,709,295	ASR
PERSONNA (stylized)	0,436,340	ASR
PERSONNA AMERICAN SAFETY RAZOR CO. (Design)	3,694,134	ASR
PERSONNA DERMAGARD	3,112,605	ASR
PERSONNA Logo	3,521,277	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	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
SOLARA	3,517,066	ASR
SPEED 3	2,801,500	ASR
STAR (& Design)	0,062,752	ASR
SUPREME 3	3,276,097	ASR
SWIRL (Design only)	1,216,432	ASR
THE BUMP FIGHTER	1,205,175	ASR
TRAVELMATE	1,943,062	ASR
TREET	1,049,409	ASR

TRI-FLEXXX	2,347,524	ASR
TRI-FLEXXX POWER	3,137,104	ASR
VOGUE	3,349,224	ASR

Trademark Applications:

Trademark	Application Number	Owner
AUTO CHANGE	77/693,856	ASR
BIOSHAVE	77/646,235	ASR
BLADEGARD	77/671,301	ASR
BURMA-SHAVE	77/835,742	ASR
CAPRI	77/964,964	ASR
E3	77/803,222	ASR
ELEGANCE	77/869,230	ASR
FLARE	78/922,567	ASR
GENTLE TOUCH	77/671,727	ASR
JEWEL	77/534,621	ASR
M5 CARBON	77/748,811	ASR
M5 MAGNUM AIR	77/916,531	ASR
MAGNUM 3	77/729,232	ASR
PERSONNA AMERICAN SAFETY RAZOR CO. and Design	77/472,117	ASR
PERSONNA COMFORT	77/090,836	ASR
SAPPHIRE	77/870,035	ASR
SHAVE GREEN	77/690,732	ASR
SIMPLY SILKY	77/869,367	ASR
SOLARA	77/592,112	ASR
SPEED 4	77/278,874	ASR
SPEED 5	77/598,201	ASR
SUNSOFT	77/302,046	ASR
WHISPER	77/729,272	ASR
X5	77/400,756	ASR

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