

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Blacksmith Brands, Inc		11/01/2010	Corporation-State: Delaware: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	335 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Registration Number:	3133893	JUST WHAT THEY NEED
Registration Number:	3175025	GENTLE VAPORS
Registration Number:	1293844	NASALCROM
Registration Number:	2341492	NASALCROM
Registration Number:	2511675	NASALCROM
Registration Number:	3612911	
Registration Number:	3603031	
Registration Number:	3612912	
Registration Number:	2911609	PEDIA CARE
Registration Number:	1445906	PEDIA CARE
Registration Number:	3235057	PEDIACARE
Registration Number:	2994365	PEDIA CARE. RECOMMENDED BY PEDIATRICIANS. TRUSTED BY MOMS.
Registration Number:	1599161	LUDEN'S

CH \$890.00 3133893

Registration Number:	1811404	LU DEN'S GREAT TASTING WILD CHERRY THROAT DROPS
Registration Number:	2890089	TRUSTED LU DEN'S CARE EVERYONE NEEDS A LITTLE TLC
Registration Number:	3555227	CONFIDENT CLEAN OF EFFERDENT
Registration Number:	0728959	EFFERDENT
Registration Number:	1952935	EFFERDENT E
Registration Number:	1922788	EFFERDENT PLUS
Registration Number:	1964230	EFFERDENT PLUS E
Registration Number:	1964228	EFFERDENT PLUS
Registration Number:	945934	EFFER-GRIP
Registration Number:	3733466	THE BEST WAY TO STOP SUFFERING IS NEVER TO START
Registration Number:	3861052	UNIQUELY GOOD
Serial Number:	77626351	TRUSTED LU DEN'S CARE
Serial Number:	77836031	BLACKSMITH BRANDS
Serial Number:	77946777	EFFERGRIP ZINC FREE
Serial Number:	77956292	EFFERMINT
Serial Number:	85019160	BE YOUR EFFERVESCENT SELF...WITH EFFERDENT
Serial Number:	85060939	EFFERDENT PM
Serial Number:	85060952	EFFERDENT SPARKLING CRYSTALS
Serial Number:	85060960	EFFERDENT POWER CLEAN CRYSTALS
Serial Number:	85107324	MICRO-VESCENT
Serial Number:	85107369	SAFE CARE. TRUSTED CARE. PEDIACARE.
Serial Number:	85117219	SPEEDMELTS

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2127013345  
Email: kai.goodwin@thomsonreuters.com  
Correspondent Name: Cahill Gordon & Reindel LLP  
Address Line 1: 80 Pine Street  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	KAI GOODWIN
Signature:	/KAI GOODWIN/
Date:	11/03/2010

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2010, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a “Grantor” and, collectively, the “Grantors”), in favor of Bank of America, N.A. (“Bank of America”), as agent for the Secured Parties (the “Administrative Agent”) (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 24, 2010 (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 HOLDINGS, INC., a Delaware corporation, the Lenders and Issuers party thereto and Bank of America, as agent for the Secured Parties (the “Administrative Agent”), Deutsche Bank Securities Inc., as syndication agent for the Lenders and the Issuers and the other parties listed therein, 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, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the “*Security Agreement*”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises 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, each 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***

Each 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 Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such 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, any claim by Grantor against third parties for past, present, future (i) 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 each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests 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, each 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,  
BLACKSMITH BRANDS, INC.,  
*as Grantor*

By: \_\_\_\_\_



Name: Peter J. Anderson  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

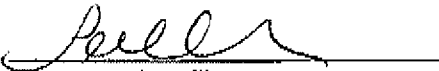
BANK OF AMERICA, N.A.,  
AS ADMINISTRATIVE AGENT

By: \_\_\_\_\_

Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.,  
AS ADMINISTRATIVE AGENT

By:   
Name: Paley Chen  
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004309 FRAME: 0568**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

*Trademark Registrations*

**A. REGISTERED US TRADEMARKS**

<u>Owner</u>	<u>Trademark Name</u>	<u>App Number</u>	<u>Reg Number</u>
Blacksmith Brands, Inc.	JUST WHAT THEY NEED	78/418,419	3,133,893
Blacksmith Brands, Inc.	GENTLE VAPORS	78/486,266	3,175,025
Blacksmith Brands, Inc.	NASALCROM	73/426,051	1,293,844
Blacksmith Brands, Inc.	NASALCROM	75/753,022	2,341,492
Blacksmith Brands, Inc.	NASALCROM	75/871,521	2,511,675
Blacksmith Brands, Inc.	DESIGN OF A CHILD SLEEPING AT NIGHT (FOR PEDIA CARE)	77/062,199	3,612,911
Blacksmith Brands, Inc.	DESIGN OF A MOTHER AND CHILD (FOR PEDIA CARE)	77/062,197	3,603,031
Blacksmith Brands, Inc.	DESIGN OF A MOTHER AND INFANT (FOR PEDIA CARE)	77/062,202	3,612,912
Blacksmith Brands, Inc.	PEDIA CARE	78/136,456	2,911,609
Blacksmith Brands, Inc.	PEDIA CARE	73/606,805	1,445,906
Blacksmith Brands, Inc.	PEDIACARE	78/665,200	3,235,057
Blacksmith Brands, Inc.	PEDIA CARE. RECOMMENDED BY PEDIATRICIANS. TRUSTED BY MOMS.	78/340,813	2,994,365
Blacksmith Brands, Inc.	LUDEN'S	73/813,518	1,599,161
Blacksmith Brands, Inc.	LUDEN'S GREAT TASTING WILD CHERRY THROAT DROPS AND DESIGN	74/239,931	1,811,404
Blacksmith Brands, Inc.	TRUSTED LUDEN'S CARE		
Blacksmith Brands, Inc.	EVERYONE NEEDS A LITTLE TLC	78/125,056	2,890,089
Blacksmith Brands, Inc.	CONFIDENT CLEAN OF		
Blacksmith Brands, Inc.	EFFERDENT	78/472,503	3,555,227
Blacksmith Brands, Inc.	EFFERDENT	72/119,333	0,728,959
Blacksmith Brands, Inc.	EFFERDENT E AND DESIGN	74/621,157	1,952,935
Blacksmith Brands, Inc.	EFFERDENT PLUS	74/261,064	1,922,788
Blacksmith Brands, Inc.	EFFERDENT PLUS & DESIGN	74/672,214	1,964,230
Blacksmith Brands, Inc.	EFFERDENT PLUS & DESIGN	74/671,940	1,964,228
Blacksmith Brands, Inc.	EFFER-GRIP	72/395,280	0,945,934
Blacksmith Brands, Inc.	THE BEST WAY TO STOP SUFFERING IS NEVER TO START	77/638,656	3,733,466
Blacksmith Brands, Inc.	UNIQUELY GOOD	85/003,698	3,861,052

**B. TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Trademark Name</u>	<u>Status</u>	<u>App Number</u>
Blacksmith Brands, Inc.	TRUSTED LUDEN'S CARE	Statement of Use Due	77/626,351
Blacksmith Brands, Inc.	BLACKSMITH BRANDS	Statement of Use Due	77/836,031
Blacksmith Brands, Inc.	EFFERGRIP ZINC FREE	Published	77/946,777
Blacksmith Brands, Inc.	EFFERMINT	Statement of Use Due	77/956,292



Blacksmith Brands, Inc.	BE YOUR EFFERVESCENT SELF ... WITH EFFERDENT	Statement of Use Due	85/019,160
Blacksmith Brands, Inc.	EFFERDENT PM	Publication Pending	85/060,939
Blacksmith Brands, Inc.	EFFERDENT SPARKLING CRYSTALS	Publication Pending	85/060,952
Blacksmith Brands, Inc.	EFFERDENT POWER CLEAN CRYSTALS	Publication Pending	85/060,960
Blacksmith Brands, Inc.	MICRO-VESCENT	Publication Pending	85/107,324
Blacksmith Brands, Inc.	SAFE CARE. TRUSTED CARE. PEDIACARE.	Publication Pending	85/107,369
Blacksmith Brands, Inc.	SPEEDMELTS	Initial Review by PTO Pending	85/117,219

C. TRADEMARK LICENSES

None.