

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sage Products, LLC		12/13/2012	LIMITED LIABILITY COMPANY: ILLINOIS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Barclays Bank PLC
<b>Street Address:</b>	745 Seventh Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Public Limited Liability Company: UNITED KINGDOM

<b>PROPERTY NUMBERS Total: 18</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2726132	COMFORT BATH
Registration Number:	2552118	COMFORT PERSONAL CLEANSING
Registration Number:	2552099	COMFORT PERSONAL CLEANSING
Registration Number:	2557852	COMFORT SHIELD
Registration Number:	3063623	ESSENTIAL
Registration Number:	2844643	ESSENTIAL BATH
Registration Number:	2736660	EXOPHERYL
Registration Number:	2768246	IMPREVA BATH
Registration Number:	1388777	PEROX-A-MINT
Registration Number:	3152200	PREVALON
Registration Number:	2871722	Q-CARE
Registration Number:	3535957	Q-CARE RX
Registration Number:	1867946	SAGE
Registration Number:	2634332	SAGE PRODUCTS INC

**TRADEMARK**

OP \$465.00 2726132

Registration Number:	0783283	TOOTHETTE
Registration Number:	2614211	TOOTHETTE ORAL CARE
Registration Number:	3875960	TRAPTEX
Registration Number:	2979787	IMPREVA

**CORRESPONDENCE DATA**

Fax Number: 7147558290  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0273
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	12/17/2012

**Total Attachments: 8**

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Closing Date Intercreditor Agreement (the "Closing Date Intercreditor Agreement") dated as of December 13, 2012 between Barclays Bank PLC as First Lien Credit Agreement Administrative Agent and Barclays Bank PLC as Second Lien Credit Agreement Administrative Agent, to the indebtedness (including interest) owed by the Borrower pursuant to that certain First Lien Credit Agreement dated as of December 13, 2012 among Sage Products Holdings III, LLC as Borrower, Sage Products Holdings II, LLC as Holdings, Barclays Bank PLC as Administrative Agent and the lenders and other parties from time to time party thereto, as such First Lien Credit Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Closing Date Intercreditor Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Closing Date Intercreditor Agreement.

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Barclays Bank PLC, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

**WHEREAS**, the Grantors are party to a Second Lien Security Agreement, dated as of December 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative 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

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”)*, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor and (b) all goodwill connected with the use thereof and symbolized thereby; *provided*, that the Trademark Collateral shall not include any Excluded Assets,

(ii) general intangibles of a like nature,

(iii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and

(iv) all other rights accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

#### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

#### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

#### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

#### **SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAGE PRODUCTS, LLC

By: Richard D. Naponelli  
Name: Richard D. Naponelli  
Title: Chief Financial Officer

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[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004921 FRAME: 0281

BARCLAYS BANK PLC,  
as Second Lien Administrative Agent

By: *Diane Rolfe*

Name:

Title: Diane Rolfe  
Director

The foregoing Agreement is hereby ACKNOWLEDGED AND AGREED by:

**SAGE PRODUCTS HOLDINGS III, LLC**

By: Richard D. Naponelli  
Name: Richard D. Naponelli  
Title: Chief Financial Officer

**SAGE PRODUCTS HOLDINGS II, LLC**

By: Richard D. Naponelli  
Name: Richard D. Naponelli  
Title: Chief Financial Officer

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[Signature Page to Second Lien Trademark Security Agreement]



**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No. / Filing Date</b>	<b>Registration No. / Registration Date</b>
COMFORT BATH	U.S.	75/308318 6/13/1997	2726132 6/17/2003
COMFORT PERSONAL CLEANSING and Design 	U.S.	76/122571 9/5/2000	2552118 3/26/2002
COMFORT PERSONAL CLEANSING and Design 	U.S.	76/114699 8/23/2000	2552099 3/26/2002
COMFORT SHIELD	U.S.	75/916836 2/11/2000	2557852 4/9/2002
ESSENTIAL	U.S.	78/587910 3/15/2005	3063623 2/28/2006
ESSENTIAL BATH (Stylized) 	U.S.	78/089833 10/23/2001	2844643 5/25/2004
EXOPHERYL	U.S.	78/095535 11/28/2001	2736660 7/15/2003
IMPREVA	U.S.	78/359293 1/29/2004	2979787 7/26/2005
IMPREVA BATH	U.S.	78/114409 3/13/2002	2768246 9/23/2003
PEROX-A-MINT	U.S.	73/545461 6/28/1985	1388777 4/8/1986
PREVALON	U.S.	78/611830 4/19/2005	3152200 10/3/2006

Q-CARE	U.S.	78/277383 7/22/2003	2871722 8/10/2004
Q-CARE RX	U.S.	77/188773 5/23/2007	3535957 11/25/2008
SAGE	U.S.	74/396864 6/1/1993	1867946 12/20/1994
SAGE PRODUCTS INC. and Design 	U.S.	76/202724 1/30/2001	2634332 10/15/2002
TOOTHETTE	U.S.	72/192718 5/5/1964	0783283 1/12/1965
TOOTHETTE ORAL CARE and Design 	U.S.	76/144475 10/10/2000	2614211 9/3/2002
TRAPTEX	U.S.	77/919018 1/25/2010	3875960 11/16/2010