

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Platinum Products Holding, Inc.		12/04/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., as Agent		
Street Address:	One North Franklin Street		
Internal Address:	Suite 2700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1402033	AMEDA	
Registration Number:	3826538	AMEDA PLATINUM	
Registration Number:	2841802	COMFORTGEL	
Registration Number:	2932462	HYGIENIKIT	
Registration Number:	2364235	PURELY YOURS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		

CH \$140.00 1402033

ATTORNEY DOCKET NUMBER:	51104/007
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	01/07/2013
Total Attachments: 7 source=Trademark Security Agreement -Senior (Maranon-Ameda)#page1.tif source=Trademark Security Agreement -Senior (Maranon-Ameda)#page2.tif source=Trademark Security Agreement -Senior (Maranon-Ameda)#page3.tif source=Trademark Security Agreement -Senior (Maranon-Ameda)#page4.tif source=Trademark Security Agreement -Senior (Maranon-Ameda)#page5.tif source=Trademark Security Agreement -Senior (Maranon-Ameda)#page6.tif source=Trademark Security Agreement -Senior (Maranon-Ameda)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of December, 2012, between the Grantor listed on the signature pages hereof (the "Grantor"), and MARANON CAPITAL, L.P., a Delaware limited partnership, in its capacity as Agent for the Lenders (together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 4, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Platinum Products Holding, Inc., a Delaware corporation ("Platinum" and each other Person party thereto as a "Borrower" are collectively referred to herein as the "Borrowers" and individually as a "Borrower"), the other parties identified as Credit Parties on the signature pages thereof, the lenders party thereto (the "Lenders") and Agent, the Lenders are willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Credit Parties shall have executed and delivered to Agent, for the benefit of Lenders, that certain Security Agreement dated as of December 4, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
 - (c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

PLATINUM PRODUCTS HOLDING, INC.

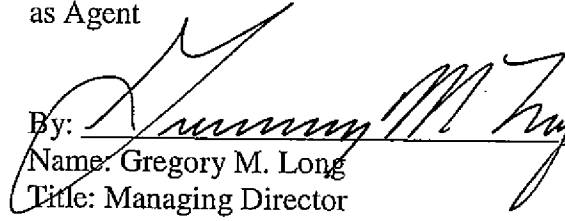
By: 
Name: Ian Morion
Title: president

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - SENIOR]

TRADEMARK
REEL: 004937 FRAME: 0177

ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By: 
Name: Gregory M. Long
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademark</u>	<u>Country</u>	<u>Registration No./Date</u>
AMEDA	Australia	1163022 25-Mar-2009
AMEDA	Canada	TMA305165 26-Jul-1985
AMEDA	China (People's Republic)	8101722 14-Mar-2011
AMEDA	European Community	5712211 11-Jan-2008
AMEDA	Mexico	1123210 29-Sep-2009
AMEDA	New Zealand	764065 13-Sep-2007
AMEDA	Norway	122841 31-Oct-1985
AMEDA	Switzerland	401630 30-Apr-1993
AMEDA	Taiwan	1274602 16-Aug-2007
AMEDA	Thailand	244830 31-Oct-2005
AMEDA	United States	1402033 22-Jul-1986
AMEDA (& Design)	European Community	5712237 18-Jan-2008
AMEDA (& Design)	New Zealand	764066 13-Sep-2007
AMEDA (& Logo)	Australia	1163023 25-Mar-2009

<u>Trademark</u>	<u>Country</u>	<u>Registration No./Date</u>
("AI MEI DA") (AMEDA in Chinese characters)	China (People's Republic)	5030524 14-Nov-2008
AMEDA (in Chinese characters)	Taiwan	1230658 01-Oct-2006
AMEDA PLATINUM	United States	3826538 27-Jul-2010
COMFORTGEL	United States	2841802 11-May-2004
HYGIENIKIT	Australia	1032550 18-Jul-2005
HYGIENIKIT	United States	2932462 15-Mar-2005
LACTALINE	Switzerland	P450418 31-Mar-1998
PLATINUM	Australia	1065707 27-Feb-2006
PLATINUM	European Community	4579868 25-Apr-2007
PURELY YOURS	Australia	1032549 18-Jul-2005
PURELY YOURS	United States	2364235 04-Jul-2000
AMEDA	WIPO (International Register)	415445 15-May-1975

Trademark Applications

<u>Trademark</u>	<u>Country</u>	<u>Application No./Filing Date</u>
AMEDA	Mexico	965469 03-Oct-2008