

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DenTek Oral Care, Inc.		04/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	1615 Brett Road		
Internal Address:	Global Loans		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3036785	CANKER COVER	
Registration Number:	3782488	COMFORT CLEAN	
Registration Number:	3353137	COMFORT CLEAN	
Registration Number:	2974417	COMFORT CLEAN	
Registration Number:	3919901	COMFORT-FIT	
Registration Number:	3131271	COMFORT WIRE	
Registration Number:	3914550	COMPLETE CLEAN	
Registration Number:	3782487	COMPLETE CLEAN	
Registration Number:	3690478	CUSTOM COMFORT	
Registration Number:	4476685	DENTEK	
Registration Number:	2132258	DENTEK	
Registration Number:	4043124		
Registration Number:	3973234		
Registration Number:	3135341	EASY ANGLE	
Registration Number:	4211444	FRESH CLEAN	
Registration Number:	3114282	FUN FLOSSERS	
Registration Number:	3630497	ORABRUSH	
Registration Number:	3778486	ORAMOIST	

OP \$715.00 3036785

Property Type	Number	Word Mark
Registration Number:	3433309	SILK
Registration Number:	3960110	SLIM BRUSH
Registration Number:	3960145	SONIC WATER JET
Registration Number:	1793554	SUPER PIK
Registration Number:	3619132	TEMPARIN
Registration Number:	2400898	THIN SET
Registration Number:	4029901	TWISTED CLEAN
Registration Number:	1767347	U.S. DENTEK
Serial Number:	86922619	SLIM BRUSH
Serial Number:	86937170	EASY BRUSH

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/04/2016

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 1, 2016, by DenTek Oral Care, Inc. (the “**Grantor**”), in favor of CITIBANK, N.A., in its capacity as administrative agent (in such capacity, the “**Administrative Agent**”) pursuant to that certain ABL Credit Agreement, dated as of January 31, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Prestige Brands Holdings, Inc., a Delaware corporation, (“**Holdings**”), Prestige Brands, Inc., a Delaware corporation, (the “**Borrower**”), the Guarantors from time to time party thereto, the Administrative Agent and the lenders from time to time party thereto.

WITNESSETH:

WHEREAS, the Grantor is party to that certain ABL Security Agreement dated as of January 31, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees 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 in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the 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 Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The 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 Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

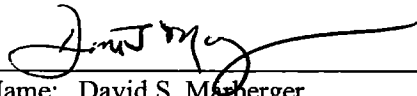
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Term Loan Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms of the Term Loan

Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Term Loan Intercreditor Agreement, the terms of the Term Loan Intercreditor Agreement shall govern.

[Signature pages follow.]


DENTEK ORAL CARE, INC.

By: 
Name: David S. Marberger
Title: Vice President and Treasurer

[Trademark Security Agreement - ABL]

**TRADEMARK
REEL: 005764 FRAME: 0595**



CITIBANK, N.A.,
as Administrative Agent

By: 
Name: David Smith
Title: Vice President and Director

[Trademark Security Agreement - ABL]

TRADEMARK
REEL: 005764 FRAME: 0596

Schedule I
Trademark Registrations and Use Applications

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
CANKER COVER	78/423,508	5/23/2004	3,036,785	12/27/2005	DenTek Oral Care, Inc.
COMFORT CLEAN	77/682,266	03/03/2009	3,782,488	04/27/2010	DenTek Oral Care, Inc.
COMFORT CLEAN	77/109,075	02/16/2007	3,353,137	12/11/2007	DenTek Oral Care, Inc.
COMFORT CLEAN	78/354,848	1/21/2004	2,974,417	7/19/2005	DenTek Oral Care, Inc.
COMFORT- FIT	85/101,806	08/06/2010	3,919,901	02/15/2011	DenTek Oral Care, Inc.
COMFORT WIRE	78/647,247	6/9/2005	3,131,271	8/15/2006	DenTek Oral Care, Inc.
COMPLETE CLEAN	85/101,730	08/06/2010	3,914,550	02/01/2011	DenTek Oral Care, Inc.
COMPLETE CLEAN	77/682,251	03/03/2009	3,782,487	04/27/2010	DenTek Oral Care, Inc.
CUSTOM COMFORT	77/586,108	10/06/2008	3,690,478	09/29/2009	DenTek Oral Care, Inc.
DENTEK	85/250,567	02/24/2011	4,476,685	02/04/2014	DenTek Oral Care, Inc.
DENTEK	75/212,497	12/13/1996	2,132,258	1/27/1998	DenTek Oral Care, Inc.
<i>Design Only</i> 	85/105,920	08/12/2010	4,043,124	10/18/2011	DenTek Oral Care, Inc.
<i>Design Only</i> 	85/105,983	08/12/2010	3,973,234	06/07/2011	DenTek Oral Care, Inc.
EASY ANGLE	78/631,187	5/17/2005	3,135,341	8/29/2006	DenTek Oral Care, Inc.
FRESH CLEAN	85/410,644	08/30/2011	4,211,444	09/18/2012	DenTek Oral Care, Inc.
FUN FLOSSERS	78/678,625	7/26/2005	3,114,282	7/11/2006	DenTek Oral Care, Inc.
ORABRUSH	77/589,404	10/09/2008	3,630,497	06/02/2009	DenTek Oral Care, Inc.
ORAMOIST	77/195,784	06/01/2007	3,778,486	04/20/2010	DenTek Oral Care, Inc.
SILK	78/927,346	7/12/2006	3,433,309	5/20/2008	DenTek Oral Care, Inc.
SLIM BRUSH	85/061,808	06/14/2010	3,960,110	05/10/2011	DenTek Oral Care, Inc.
SONIC WATER JET	85/100,256	08/04/2010	3,960,145	05/10/2011	DenTek Oral Care, Inc.
SUPER PIK	74/352,811	1/27/1993	1,793,554	9/21/1993	DenTek Oral Care, Inc.
TEMPARIN	77/584,880	10/03/2008	3,619,132	05/12/2009	DenTek Oral Care, Inc.
THIN SET	75/647,528	2/24/1999	2,400,898	10/31/2000	DenTek Oral Care, Inc.
TWISTED CLEAN	85/163,339	10/28/2010	4,029,901	09/20/2011	DenTek Oral Care, Inc.
U.S. DENTEK	74/265,212	4/13/1992	1,767,347 (Cancelled)	4/27/1993	DenTek Oral Care, Inc.
SLIM BRUSH	86/922,619	2/29/2016			DenTek Oral Care, Inc.
EASY BRUSH	86/937,170	3/11/2016			DenTek Oral Care, Inc.