

06-06-2001



101740628

S-30-01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission Document ID # _____ (Non-Recordation)

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other **GRANT OF TRADEMARK SECURITY INTEREST**

Effective Date
Month Day Year
05/22/2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05/22/2001

Name **Personal Care Group, Inc.**

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **Credit Suisse First Boston, as Administrative Agent**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **Eleven Madison Avenue**

Address (line 2) _____

Address (line 3) **New York** **New York** **10010-3269**
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76/223407"/>	<input type="text" value="76/128105"/>	<input type="text" value="75/917234"/>
<input type="text" value="76/223406"/>	<input type="text" value="76/119690"/>	<input type="text" value="75/861558"/>
<input type="text" value="76/128106"/>	<input type="text" value="76/067756"/>	<input type="text" value="75/849558"/>

<input type="text" value="2338818"/>	<input type="text" value="2398586"/>	<input type="text" value="2322467"/>
<input type="text" value="2338710"/>	<input type="text" value="2382244"/>	<input type="text" value="1952995"/>
<input type="text" value="2336260"/>	<input type="text" value="2304514"/>	<input type="text" value="1950834"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

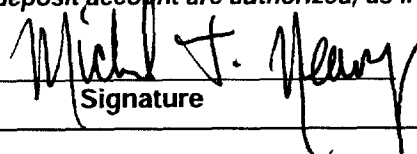
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael J. Neary
Name of Person Signing


Signature

05/30/2001
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/845646	75/635875	
75/834294	75/357582	
75/834293		
75/794517		
75/740857		
75/740856		
75/740681		

1909673	1360024	0771251
2032493	1281187	0401915
1995860	1236973	0529343
1826791	1166031	0405822
1663905	1151396	0301633
1523120	1143055	0948689
1492832	0786124	0874844

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

0869644	0817524	0752384
0741032	0767299	0715896
0730919	0700400	0596497
0508645	0840166	0594339
0512599	0838938	0401870
0200419	0836059	0274071
0197180	0761076	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Personal Care Group, Inc., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Playtex Products, Inc., a Delaware corporation ("**Borrower**"), has entered into a Credit Agreement dated as of May 22, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Credit Suisse First Boston, as Administrative Agent and Collateral Agent for and representative of the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiaries Guarantee dated as of May 22, 2001 (said Subsidiaries Guarantee, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guarantee**") in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 22, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

to the extent permitted by agreements governing such license or other use) in and to all United States trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon in the United States (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **“Trademark Registrations”**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States (the **“Trademark Rights”**), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the **“Associated Goodwill”**); and

all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or Guarantee, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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, and, to the extent that the terms and provisions of this Grant of Trademark Security Interest are inconsistent with the Credit Agreement or Security Agreement, the terms and provisions of the Credit Agreement or Security Agreement, whichever is applicable, shall control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF. Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22nd day of May, 2001.

PERSONAL CARE GROUP, INC.

By: *Gloria Jorda*
Name: _____
Title: CFO _____

S-1

LAI 931813

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

US TRADEMARKS				
Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
COOL MOUTH	76223407	Pending Intent to Use	March 12, 2001	Personal Care Group, Inc.
THE BUBBLE BATH THAT MAKES GETTING CLEAN ALMOST AS MUCH FUN AS GETTING DIRTY	76223406	Pending	March 12, 2001	Personal Care Group, Inc.
BINACA BLAST	76128106	Pending Intent to Use	September 14, 2000	Personal Care Group, Inc.
OGILVIE ADVANTAGE	76128105	Pending Intent to Use	September 14, 2000	Personal Care Group, Inc.
BINACA BLASTS	76119690	Pending Intent to Use	August 30, 2000	Personal Care Group, Inc.
OGILVIE	76067756	Pending Intent to Use	June 9, 2000	Personal Care Group, Inc.
MAKES GETTING CLEAN ALMOST AS MUCH FUN AS GETTING DIRTY!	75917234	Pending	February 14, 2000	Personal Care Group, Inc.
FROST BITES	75861558	Intent to Use Notice of Allowance - Issued	December 1, 1999	Personal Care Group, Inc.
BLAST OFF	75849558	Pending Intent to Use	November 16, 1999	Personal Care Group, Inc.
A BINACA BLAST FOR AN INSTANT COOL	75845646	Intent to Use Notice of Allowance - Issued	November 9, 1999	Personal Care Group, Inc.
CHILLERS	75834294	Intent to Use Notice of Allowance - Issued	October 28, 1999	Personal Care Group, Inc.

US TRADEMARKS

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
ON THE GO WITH WET ONES	75834293	Intent to Use Notice of Allowance - Issued	October 28, 1999	Personal Care Group, Inc.
Design Mark	75794517	Intent to Use Notice of Allowance - Issued	September 8, 1999	Personal Care Group, Inc.
Design Mark	2338818	Registered	April 4, 2000	Personal Care Group, Inc.
Design Mark Only	75740857	Intent to Use Notice of Allowance - Issued	June 30, 1999	Personal Care Group, Inc.
MR. BUBBLE	75740856	Intent to Use Notice of Allowance - Issued	June 30, 1999	Personal Care Group, Inc.
BINACA	75740681	Intent to Use Notice of Allowance - Issued	June 30, 1999	Personal Care Group, Inc.
MR. BUBBLE	2338710	Registered	April 4, 2000	Personal Care Group, Inc.
TUB MATE	2336260	Registered	March 28, 2000	Personal Care Group, Inc.
COOL BLAST	75635875	Intent to Use Notice of Allowance - Issued	February 8, 1999	Personal Care Group, Inc.
FAST BLAST	2398586	Registered	October 24, 2000	Personal Care Group, Inc.
BLASTERS	2382244	Registered	September 5, 2000	Personal Care Group, Inc.
LUNCHKINS	75357582	Intent to Use Notice of Allowance - Issued	September 16, 1997	Personal Care Group, Inc.
BINACA BLASTERS	2304514	Registered	December 28, 1999	Personal Care Group, Inc.
TUB MATE	2322467	Registered	February 22, 2000	Personal Care Group, Inc.
Design Mark	1952995	Registered	January 30, 1996	Personal Care Group, Inc.

US TRADEMARKS

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
CHUBS PACKABLES	1950834	Registered	January 23, 1996	Personal Care Group, Inc.
DOROTHY GRAY & Design	1909673	Registered	August 8, 1995	Personal Care Group, Inc.
OGILVIE SPIRAL WAVES	2032493	Registered	January 21, 1997	Personal Care Group, Inc.
TEMPS	1995860	Registered	August 20, 1996	Personal Care Group, Inc.
STACKABLES	1826791	Registered	March 15, 1994	Personal Care Group, Inc.
Design Mark	1663905	Registered	November 12, 1991	Personal Care Group, Inc.
WHISPER WAVE	1523120	Registered	February 7, 1989	Personal Care Group, Inc.
MR. BUBBLE & Design	1492832	Registered	June 21, 1988	Personal Care Group, Inc.
OGILVIE	1360024	Registered	September 17, 1985	Personal Care Group, Inc.
CHUBS	1281187	Registered	October 4, 1989	Personal Care Group, Inc.
HYDRO LIGHT	1236973	Registered	May 10, 1983	Personal Care Group, Inc.
PRECISELY RIGHT	1166031	Registered	August 25, 1981	Personal Care Group, Inc.
DIAPRENE	1151396	Registered	April 21, 1981	Personal Care Group, Inc.
MIST-MATE	1143055	Registered	December 16, 1980	Personal Care Group, Inc.
Design Only	0786124	Renewed	March 2, 1965	Personal Care Group, Inc.
SHADES OF YOUTH	0771251	Renewed	June 9, 1964	Personal Care Group, Inc.
TUSSY	0401915	Renewed	June 15, 1943	Personal Care Group, Inc.
DIAPARENE & Design	0529343	Renewed	August 22, 1950	Personal Care Group, Inc.
CELLOGEN & Design	0405822	Renewed	February 22, 1944	Personal Care Group, Inc.
BINACA	0301633	Renewed	March 7, 1933	Personal Care Group, Inc.
WET ONES	0948689	Renewed	December 12, 1972	Personal Care Group, Inc.
ALGENE	0874844	Renewed	August 12, 1969	Personal Care Group, Inc.
LYSETTE	0869644	Renewed	May 20, 1969	Personal Care Group, Inc.
SECRET OF THE SEA	0741032	Renewed	November 20, 1962	Personal Care Group, Inc.
SPIN	0730919	Renewed	May 1, 1962	Personal Care Group, Inc.

US TRADEMARKS

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
DOROTHY GRAY	0508645	Renewed	April 12, 1949	Personal Care Group, Inc.
DOROTHY GRAY	0512599	Renewed	July 19, 1949	Personal Care Group, Inc.
DOROTHY GRAY	0200419	Renewed	June 30, 1925	Personal Care Group, Inc.
OGILVIE & Design	0197180	Renewed	April 14, 1925	Personal Care Group, Inc.
SECRET OF THE SEA	0817524	Renewed	October 25, 1966	Personal Care Group, Inc.
OGILVIE	0767299	Renewed	March 24, 1964	Personal Care Group, Inc.
SMOOTH-N-SOOTHE	0700400	Renewed	July 5, 1960	Personal Care Group, Inc.
LIQUESSENCE	0840166	Renewed	December 5, 1967	Personal Care Group, Inc.
Design Only	0838938	Renewed	November 14, 1967	Personal Care Group, Inc.
BINACA	0836059	Renewed	September 26, 1967	Personal Care Group, Inc.
MR. BUBBLE	0761076	Renewed	December 3, 1963	Personal Care Group, Inc.
DIAPARENE	0752384	Renewed	July 9, 1963	Personal Care Group, Inc.
BEAUTI-LASH	0715896	Renewed	May 23, 1961	Personal Care Group, Inc.
BETTER OFF & Design	0596497	Renewed	October 5, 1954	Personal Care Group, Inc.
SATURA & Design	0594339	Renewed	August 24, 1954	Personal Care Group, Inc.
DURATION & Design	0401870	Renewed	June 15, 1943	Personal Care Group, Inc.
TEXTURE & Design	0274071	Renewed	August 19, 1930	Personal Care Group, Inc.