

RE

02-13-2004

R SHEET

U.S. DEPARTMENT OF
Patent and Trademark



Tab settings

Handwritten signature

To the Honorable Commissioner of P

102670221

Attached original documents or copy thereof.

1. Name of conveying party(ies):
THE CUTEX COMPANY

- Individual(s)
 - General Partnership
 - Corporation-State DE
 - Other
 - Association
 - Limited Partnership
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Merrill Lynch Capital, a division of Merrill
Lynch Business Financial Services Inc., as Agent

Internal Address: _____
Street Address : 222 North LaSalle Street, 17th Floor
City: Chicago State: IL Zip: 60601

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State DE
- Other _____

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 6, 2004

4. Application number(s) or trademark

A. Trademark Application No.(s)
78,129,536

B. Trademark Registration
- SEE THE ATTACHED -

Additional numbers attached? YES

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____
Internal Address: _____
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700
Street Address: _____
City: _____ Stat _____ ZIP _____

6. Total number of applications and registrations

17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

02/17/2004 LNUELLER 00900044 78129536
FC:8521 40.00 DP
FC:8522 400.00 DP

DO NOT USE THIS SPACE

9. 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 of the original document.

Rebecca L. Ramstrom
Name of Person

Rebecca L. Ramstrom
Signature

02/06/04
Date

5

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

SCHEDULE 1**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
BULL'S EYE AND PEDESTAL DESIGN	2,566,585	May 7, 2002
CUTEX	0,442,549	April 26, 1949
CUTEX	0,139,040	January 18, 1921
CUTEX	0,117,584	July 17, 1917
CUTEX	1,375,414	December 17, 1985
CUTEX	2,511,752	November 27, 2001
CUTEX	0,124,134	January 14, 1919
CUTEX (and design)	2,554,788	April 2, 2002
CUTEX (stylized)	2,495,696	October 9, 2001
CUTEX QUICK AND GENTLE ESSENTIAL CARE	2,016,204	November 12, 1996
MIS. BOTTLE DESIGN	2,657,298	December 3, 2002
NO SPILLS, NO MESS, JUST PRESS!	2,244,794	May 11, 1999
NO SPILLS, NO MESS, JUST WIPE!	2,469,324	July 17, 2001
SIMPLE PAD	2,469,321	July 17, 2001
SIMPLEGEL	2,459,590	June 12, 2001
	2,397,709	October 24, 2000

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
PERFECT 10	78,129,536	May 17, 2002

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 6th day of February, 2004 by **THE CUTEX COMPANY**, a Delaware corporation ("**Grantor**") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement defined below ("**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor, certain of Grantor's affiliates and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Grantor and certain of its affiliates by Lenders; and

WHEREAS, pursuant to the terms of a certain Borrower Security Agreement of even date herewith between Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

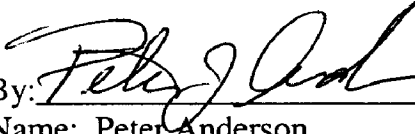
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

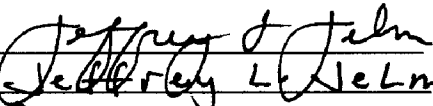
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE CUTEX COMPANY,
a Delaware corporation

By: 
Name: Peter Anderson
Title: Secretary/Treasurer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Name: Jeffrey L. Helm
Title: Director

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