

RE

02-13-2004

3 SHEET
YU.S. DEPARTMENT OF
Patent and Trademark

4/3/04

Tab settings



To the Honorable Commissioner of Patents

102670220

Attached original documents or copy thereof.

1. Name of conveying party(ies):
MEDTECH PRODUCTS INC.

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

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 ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: February 6, 2004

4. Application number(s) or trademark

A. Trademark Application No.(s)
78,224,118 78,320,921 78,115,798B. 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

Street Add 202.783.2700

City: 2/17/2004 Stat ZIP

6. Total number of applications and
registrations

28

7. Total fee (37 CFR 3.41) \$ 715.00

- ☒ Enclosed
☐ Authorized to be charged to deposit

8. Deposit account number:

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

01 FC:8521
02 FC:852240.00 OP
675.00 OP

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 PersonRebecca L. Ramstrom
Signature

02/06/04

Date

Total number of pages including cover sheet, attachments, and

7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231TRADEMARK
REEL: 002912 FRAME: 0734

SCHEDULE 1**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
APF	0,905,024	December 29, 1970
CLOVERINE	47,467	November 7, 1905
COMPOUND W	0,716,021	May 30, 1961
COMPOZ	740,850	November 20, 1962
DERMOPLAST	2,341,078	April 11, 2000
DERMOPLAST	0,698,867	June 7, 1960
FREEZONE	0,114,732	January 2, 1917
FREEZONE	2,202,922	November 10, 1998
HEET	0,926,713	January 11, 1972
HEET (and design)	0,200,684	July 7, 1925
KERODEX	0,510,745	June 7, 1949
MOMENTUM	0,982,817	April 30, 1974
MOSCO	0,236,101	December 6, 1927
NEW-SKIN (and design)	1,259,764	December 6, 1983
NEW-SKIN	1,757,962	March 16, 1993
OUTGRO	2,210,973	December 15, 1998
OUTGRO (and design)	0,275,149	September 16, 1930
OXIPOR VHC	0,914,958	June 15, 1971
PERCOGESIC	0,755,836	September 3, 1963
SLEEP-EZE	2,264,580	July 27, 1999
SLEEP-EZE	0,615,165	November 1, 1955
SLEEP-EZE 3 (and design)	1,322,927	March 5, 1985
STAYS ON WHERE BANDAGES		
FALL OFF	2,236,154	March 30, 1999
VACUUM GRIP	2,263,559	July 20, 1999
ZINCON	0,952,865	February 6, 1973

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
FREEZE OFF	78,224,118	March 11, 2003
NEW-SKIN SCAR THERAPY	78,320,921	October 30, 2003
OUCH-AID	78,115,798	March 19, 2002

<u>Trademark Description</u>	<u>Registration No.</u>	<u>Jurisdiction of Registration</u>	<u>Date Registered</u>
COMPOUND W	TMA 115,096	Canada	August 28, 1959
COMPOZ	TMA 160,985	Canada	February 7, 1969
DERMOPLAST	TMA 125,444	Canada	February 16, 1962
EZO	TMA 154,380	Canada	December 1, 1967
FREEZONE	TMA 214,845	Canada	July 16, 1976
	TMDA 22,181	Canada	November 28, 1916
HEET	UCA24,434	Canada	July 16, 1946
MOMENTUM	TMA 223,568	Canada	October 7, 1977
NEW-SKIN	TMA 431,096	Canada	July 29, 1994
OUTGRO	TMA 213/46501	Canada	June 6, 1929
OXIPOR	TMA 203,530	Canada	November 29, 1974
PERCOGESIC	TMA 197,499	Canada	February 15, 1974
SLEEP-EZE	TMA 504,270	Canada	November 18, 1998
SLEEP-EZE and design	TMA 542,837	Canada	March 21, 2001
SLEEP-EZE D	TMA 268,259	Canada	April 16, 1982
NEW-SKIN	138,086	Greece	N/A
NEW-SKIN	138,085	Japan	N/A
PERCOGESIC	57,383	Costa Rica	N/A
PERCOGESIC	044,854	Panama	N/A
PERCOGESIC	33,449	Dominican Republic	N/A
PERCOGESIC	16,381	Jamaica	N/A
FREEZONE	1,798	Netherlands	N/A
COMPOZ	19,566	Puerto Rico	N/A
EZO	208448	Turkey	N/A
NEW-SKIN	99021505	Turkey	N/A
NEW-SKIN	106,862-F	Venezuela	N/A

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 6th day of February, 2004 by **MEDTECH PRODUCTS INC.**, 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.

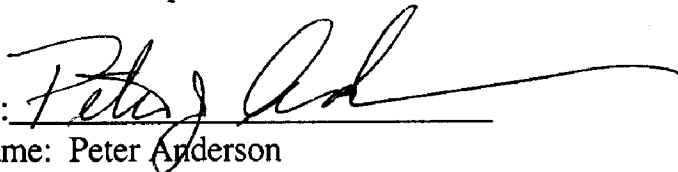
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest 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.

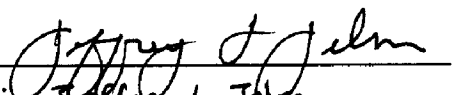
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MEDTECH PRODUCTS INC.,
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. Jelen
Title: Director

SCHEDULE 1**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
APF	0,905,024	December 29, 1970
CLOVERINE	47,467	November 7, 1905
COMPOUND W	0,716,021	May 30, 1961
COMPOZ	740,850	November 20, 1962
DERMOPLAST	2,341,078	April 11, 2000
DERMOPLAST	0,698,867	June 7, 1960
FREEZONE	0,114,732	January 2, 1917
FREEZONE	2,202,922	November 10, 1998
HEET	0,926,713	January 11, 1972
HEET (and design)	0,200,684	July 7, 1925
KERODEX	0,510,745	June 7, 1949
MOMENTUM	0,982,817	April 30, 1974
MOSCO	0,236,101	December 6, 1927
NEW-SKIN (and design)	1,259,764	December 6, 1983
NEW-SKIN	1,757,962	March 16, 1993
OUTGRO	2,210,973	December 15, 1998
OUTGRO (and design)	0,275,149	September 16, 1930
OXIPOR VHC	0,914,958	June 15, 1971
PERCOGESIC	0,755,836	September 3, 1963
SLEEP-EZE	2,264,580	July 27, 1999
SLEEP-EZE	0,615,165	November 1, 1955
SLEEP-EZE 3 (and design)	1,322,927	March 5, 1985
STAYS ON WHERE BANDAGES FALL OFF	2,236,154	March 30, 1999
VACUUM GRIP	2,263,559	July 20, 1999
ZINCON	0,952,865	February 6, 1973

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
FREEZE OFF	78,224,118	March 11, 2003
NEW-SKIN SCAR THERAPY	78,320,921	October 30, 2003
OUCH-AID	78,115,798	March 19, 2002

<u>Trademark Description</u>	<u>Registration No.</u>	<u>Jurisdiction of Registration</u>	<u>Date Registered</u>
COMPOUND W	TMA 115,096	Canada	August 28, 1959
COMPOZ	TMA 160,985	Canada	February 7, 1969
DERMOPLAST	TMA 125,444	Canada	February 16, 1962
EZO	TMA 154,380	Canada	December 1, 1967
FREEZONE	TMA 214,845	Canada	July 16, 1976
	TMDA 22,181	Canada	November 28, 1916
HEET	UCA24,434	Canada	July 16, 1946
MOMENTUM	TMA 223,568	Canada	October 7, 1977
NEW-SKIN	TMA 431,096	Canada	July 29, 1994
OUTGRO	TMA 213/46501	Canada	June 6, 1929
OXIPOR	TMA 203,530	Canada	November 29, 1974
PERCOGESIC	TMA 197,499	Canada	February 15, 1974
SLEEP-EZE	TMA 504,270	Canada	November 18, 1998
SLEEP-EZE and design	TMA 542,837	Canada	March 21, 2001
SLEEP-EZE D	TMA 268,259	Canada	April 16, 1982
NEW-SKIN	138,086	Greece	N/A
NEW-SKIN	138,085	Japan	N/A
PERCOGESIC	57,383	Costa Rica	N/A
PERCOGESIC	044,854	Panama	N/A
PERCOGESIC	33,449	Dominican Republic	N/A
PERCOGESIC	16,381	Jamaica	N/A
FREEZONE	1,798	Netherlands	N/A
COMPOZ	19,566	Puerto Rico	N/A
EZO	208448	Turkey	N/A
NEW-SKIN	99021505	Turkey	N/A
NEW-SKIN	106,862-F	Venezuela	N/A