

4/16/04

04-21-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

OFFICE OF RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings → → →

2004 APR 16

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Medtech Products, Inc.

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

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Form of Trademark Security Agreement

Execution date: April 6, 2004

2. Name and address of receiving party(ies):

Name: Citicorp North America, Inc. (as collateral agent
for the Tranche C Secured Parties)

Internal

Address:

Street Address: 390 Greenwich Street

City: New York State: NY Zip: 10013

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 72/324975, 71/003138,
72/104800, 72/139505, 75/703128 and others listed on
Schedule I

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

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

Name: Alida Stanley

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and
registrations involved: 25

7. Total fee (37 CFR 3.41): \$ 640.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

230800

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

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 copy of
the original document.

Phyllis Eremtaggio

Name of Person Signing

Signature

April 16, 2004

Date

Total number of pages including cover sheet, attachments, and document

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

ANNEX 5
TO
PLEDGE AND SECURITY AGREEMENT

Form of Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2004, by Medtech Products, Inc. ("*Grantor*"), in favor of Citicorp North America, Inc., as collateral agent for the Tranche C Secured Parties (the "*Tranche C Agent*") (as defined in the Credit Agreement referred to below).

W i t n e s s e t h:

WHEREAS, pursuant to the Credit Agreement, dated as of April 6, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among PRESTIGE BRANDS, INC. (the "*Borrower*"), Prestige Brands International, LLC, a Delaware limited liability company, the Lenders and Issuers party thereto and CNAI, as collateral agent for the Tranche C Secured Parties (in such capacity, the "*Tranche C Agent*"), BANK OF AMERICA, N.A. ("*BofA*"), as syndication agent for the Lenders and the Issuers (in such capacity, the "*Syndication Agent*") and MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc. ("*Merrill*"), as documentation agent for the Lenders and the Issuers (in such capacity, the "*Documentation Agent*"), the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, Grantor is party to a Pledge and Security Agreement of even date herewith in favor of the Tranche C Agent (the "*Security Agreement*") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Lenders, the Issuers and the Tranche C Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Tranche C Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. *Grant of Security Interest in Trademark Collateral*

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Tranche C Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Tranche C Agent for the benefit of the Tranche C Secured Parties, and grants to the Tranche C Agent for the benefit of the Tranche C Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "*Trademark Collateral*");

(a) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, all rights to income, royalties, proceeds and damages now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any (i) past, present or future infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Tranche C Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Tranche C 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.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

MEDTECH PRODUCTS, INC.,
as Grantor

By: 

Name: Peter J. Anderson

Title: VICE PRESIDENT

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Tranche C Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002952 FRAME: 0674

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.

Very truly yours,

MEDTECH PRODUCTS, INC.,
as Grantor

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Tranche C Agent

By: _____

Name: *Steven B Sellhausen*

Title: *Vice President*

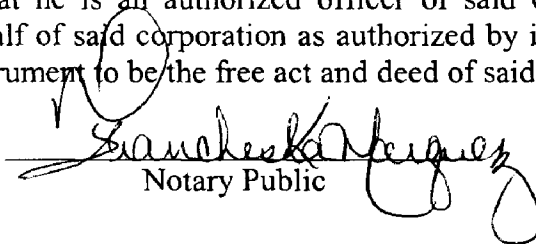
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002952 FRAME: 0675

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York
COUNTY OF New York ss.

On this 5 day of April, 2004 before me personally appeared Peter J. Anderson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Medtech Products who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

FRANCHESKA MARQUEZ
Notary Public, State of New York
No. 01MA6066704
Qualified in New York County
Commission Expires November 19, 2005

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002952 FRAME: 0676

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

A. REGISTERED TRADEMARKS

| Mark | Country | Application No. | Registration No. |
|----------------------|--------------------|------------------------|-------------------------|
| COMPOUND W | Canada | 247,265 | TMA 115,096 |
| COMPOZ | Canada | 277,213 | TMA 160,985 |
| DERMOPLAST | Canada | 232,921 | TMA 125,444 |
| EZO | Canada | 254,111 | TMA 154,380 |
| FREEZONE | Canada | 038974 | TMA 214,845 |
| FREEZONE Design | Canada | 0089144 | TMDA 22,181 |
| FREEZONE and Design | Canada | 0991798 | NFLD001,798 |
| HEET | Canada | 191,678 | UCA24,434 |
| MOMENTUM | Canada | 396,429 | TMA 223,568 |
| NEW-SKIN | Canada | 720,686 | TMA 431,096 |
| OUTGRO | Canada | 0147489 | TMDA 46,501 |
| OXIPOR | Canada | 367,507 | TMA 203,530 |
| PERCOGESIC | Canada | 363,072 | TMA 197,499 |
| SLEEP-EZE | Canada | 872,588 | TMA 504,270 |
| SLEEP-EZE and design | Canada | 869,170 | TMA542,837 |
| SLEEP-EZE D | Canada | 0444726 | TMA 268,259 |
| NEW-SKIN | Greece | 138,086 | 138086 |
| NEW-SKIN | Japan | 138085 | 138085 |
| PERCOGESIC | Costa Rica | N/A | 57383 |
| PERCOGESIC | Panama | N/A | 044854 |
| PERCOGESIC | Dominican Republic | N/A | 33,449 |
| PERCOGESIC | Jamaica | N/A | 16,381 |
| FREEZONE | Netherlands | N/A | 1,798 |
| COMPOZ | Puerto Rico | N/A | 19,566 |
| EZO | Turkey | 87342/98 | 208448 |
| NEW-SKIN | Turkey | 99771/99 | 99021505 |

| Mark | Country | Application No. | Registration No. |
|----------------------------------|---------------|-----------------|------------------|
| NEW-SKIN | Venezuela | 12606 | 106,862-F |
| APF | United States | 72/324,975 | 0,905,024 |
| CLOVERINE | United States | 71/003,138 | 47,467 |
| COMPOUND W | United States | 72/104,800 | 716,021 |
| COMPOZ | United States | 72/139,505 | 740,850 |
| DERMOPLAST | United States | 75/703,128 | 2,341,078 |
| DERMOPLAST | United States | 72/070,206 | 0,698,867 |
| FREEZONE | United States | 71/098,007 | 0,114,732 |
| FREEZONE | United States | 75/373,211 | 2,202,922 |
| HEET | United States | 72/391,667 | 0,926,713 |
| HEET (and design) | United States | 71/210,938 | 0,200,684 |
| KERODEX | United States | 71/557,470 | 0,510,745 |
| MOMENTUM | United States | 72/467,084 | 0,982,817 |
| MOSCO | United States | 71/252,483 | 0,236,101 |
| NEW-SKIN (and design) | United States | 73/336,365 | 1,259,764 |
| NEW-SKIN | United States | 74/295,027 | 1,757,962 |
| OUTGRO | United States | 75/382,518 | 2,210,973 |
| OUTGRO (and design) | United States | 71/300,313 | 0,275,149 |
| OXIPOR VHC | United States | 72/367,519 | 0,914,958 |
| PERCOGESIC | United States | 72/160,701 | 0,755,836 |
| SLEEP-EZE | United States | 75/460,214 | 2,264,580 |
| SLEEP-EZE | United States | 71/677,818 | 0,615,165 |
| SLEEP-EZE 3 (and design) | United States | 73/457,841 | 1,322,927 |
| STAYS ON WHERE BANDAGES FALL OFF | United States | 75/302,686 | 2,236,154 |
| VACUUM GRIP | United States | 75/308,467 | 2,263,559 |
| ZINCON | United States | 72/406,839 | 0,952,865 |

B. TRADEMARK APPLICATIONS

| Mark | Country | Application No. | Registration No. |
|------------|---------|-----------------|------------------|
| FREEZE OFF | Canada | 1203700 | |