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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):
Prestige Brands International, 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 agent for the First-Priority 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

FINANCE SECTION
709 APR 16 AM 9:31
FIDE DE PUBLIC RECORDS

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

A. Trademark Application No.(s) 78/325539, 78/325516, 78/325550
 Additional number(s) attached _____

B. Trademark Registration No.(s) 837014, 863304, 1498257, 687829, 2029261, 1360085 and others listed on Schedule I
 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: 15

7. Total fee (37 CFR 3.41): \$ 390.00

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 Eremitaggio Phyllis Eremitaggio April 16, 2004
 Name of Person Signing Signature Date

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

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

04/28/2004 DBYRNE 00000157 230800 78325539

01 FC:8521 40.00 DA
02 FC:8522 350.00 DA

Mark	Country	Application No.	Registration No.
VICLEAR	United Kingdom	1,163,306	1163306
CHLORASEPTIC	United States of America	72/264,575	837,014
CLEAR EYES	United States of America	72/284,781	863,304
CLEAR EYES	United States of America	73/657,016	1,498,257
MURINE	United States of America	72/070,503	687,829
MURINE TEARS	United States of America	74,664,597	2,029,261
POCKET PAL	United States of America	73/525,969	1,360,085
PRELL	United States of America	73/556,999	1,389,631
PRELL (Stylized)	United States of America	71/536,445	500,569
PRELL (Stylized)	United States of America	71/475,164	417,434
REAL RELIEF. REAL FAST	United States of America	76/164,471	2,622,098
Miscellaneous Design	United States of America	72/113,435	723992
MURINE (Stylized)	United States of America	71/006,339	47,813
CHLORASEPTIC	Venezuela	1.109-88	150.669
CHLORASEPTIC	Venezuela	N/A	49.885-F
PRELL (Stylized)	Venezuela	N/A	19736-F
PRELL	Vietnam	7388	6592
PRELL and Design (Prell Package I)	Vietnam	14392	11965
PRELL and Design (Prell Package II)	Vietnam	14393	11998
PRELL (Stylized)	Virgin Islands (American)	N/A	5367
PRELL (and Arabic)	Yemen, Republic of	3017	5278
PRELL	Zambia	655410	3240
PRELL (Stylized)	Zimbabwe	378/47	378/47

B. TRADEMARK APPLICATIONS

Mark	Country	Application No.
CHLORASEPTIC RELIEF STRIPS	United States of America	78/325,539
CHLORASEPTIC SORE THROAT RELIEF STRIPS	United States of America	78/325,516
RELIEF STRIPS	United States of America	78/325,550

**ANNEX 5
TO
PLEDGE AND SECURITY AGREEMENT**

Form of Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2004, by Prestige Brands International, Inc. ("Grantor"), in favor of Citicorp North America, Inc. ("CNAI"), as agent for the First-Priority Secured Parties (the "Administrative Agent").

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 administrative agent for the Lenders and the Issuers and collateral agent for the First-Priority Secured Parties (in such capacity, the "Administrative 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 Administrative 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 Administrative 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 the Administrative 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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the First-Priority Secured Parties, and grants to the Administrative Agent for the benefit of the First-Priority 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

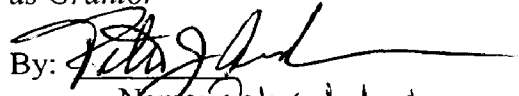
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent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

PRESTIGE BRANDS INTERNATIONAL, 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 Administrative Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002953 FRAME: 0197

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,

PRESTIGE BRANDS INTERNATIONAL, INC..
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: 
Name: *Steven B. Sellhausen*
Title: *Vice President*

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 Prestige Bands International, Inc., 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.

Francheska Marquez
Notary Public

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

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Country	Application No.	Registration No.
CHLORASEPTIC	Albania	237	5077
CHLORASEPTIC	Aruba	0908110	13263
PRELL (Stylized)	Aruba	88101974	13858
ALLERGY EYES	Australia	722266	722266
CLEAR EYES BY MURINE and Design	Australia	264532	264532
CONTACT EYES	Australia	722267	722267
MURINE (Stylized)	Australia	44458	44458
MURINE CLEAR EYES and Design	Australia	779263	779263
REVITAL EYES	Australia	722268	722268
CHLORASEPTIC	Austria	AM1930/85	110955
PRELL	Austria	AM1538/56	35469
PRELL	Bahamas	1550	1550
CHLORASEPTIC	Bahrain	N/A	9088
PRELL (and in Arabic)	Bahrain	7928	7928
PRELL (Stylized)	Bangladesh	9711	9711
CHLORASEPTIC	Barbados	N/A	81/6685
PRELL (Stylized)	Barbados	305	81/4916
CHLORASEPTIC	Benelux	003402	27041
PRELL	Benelux	552175	66454
PRELL	Benelux	541999	50822
CHLORASEPTIC	Bermuda	N/A	10329
PRELL (Stylized)	Bermuda	N/A	2266
PRELL (Stylized)	Botswana	738	S.A. 738
CHLORASEPTIC	Brazil	816872139	816872139
PRELL	Brazil	815062907	815062907
CHLORASEPTIC	Canada	250,726	TMA118,196
CHLORASEPTIC	Canada	307,392	TMA164,405

Mark	Country	Application No.	Registration No.
CLEAR EYES	Canada	333,524	TMA179,507
CLEAR EYES BY MURINE	Canada	333,525	TMA179,520
MURINE	Canada	133,340	TMDA41,801
MURINE	Canada	991729	NFLD1729
PRELL	Canada	187,388	UCA21,612
PRELL	Canada	293,219	TMA152,429
PRELL (Stylized)	Canada	992,873	NFLD2,873
CHLORASEPTIC	Chile	517,879	595,316
CHLORASEPTIC CHERRY	Chile	518,253	595,317
CHLORASEPTIC	China	N/A	258615
PRELL	China	N/A	75422
CHLORASEPTIC	Colombia	319304	164.285
PRELL	Colombia	93.357.591	119794
CHLORASEPTIC	Costa Rica	N/A	49178
CHLORASEPTIC	Cuba	N/A	128141
COMET	Cuba	1083-97	128163
CHLORASEPTIC	Cyprus, Republic of	N/A	B25369
PRELL	Denmark	VA 1947 00648	VR 1947 00819
CHLORASEPTIC	Dominican Republic	N/A	23506
PRELL (Stylized)	Dominican Republic	N/A	5895
CHLORASEPTIC	Ecuador	N/A	I-2644-96
PRELL	Ecuador	17341	I-1096-88
PRELL	Egypt	17342	17342
CHLORASEPTIC	El Salvador	N/A	89BK-59
PRELL (Stylized)	El Salvador	N/A	15,005BK-37
CHLORASEPTIC	European Community	000200527	000200527
CHLORASEPTIC	France	126524	1 525 878
PRELL (Stylized)	France	824598	1,380,615
PRELL (Stylized)	Gaza District	79	79/43
CHLORASEPTIC	Ghana	N/A	15710
CHLORASEPTIC	Greece	43480	43480
PRELL	Greece	N/A	22511
CHLORASEPTIC	Guatemala	N/A	29,555

Mark	Country	Application No.	Registration No.
PRELL (Stylized)	Guatemala	N/A	6,187
CHLORASEPTIC	Haiti	N/A	367/111
PRELL (Stylized)	Haiti	N/A	37/104
CHLORASEPTIC	Honduras	N/A	22.590
PRELL (Stylized)	Honduras	N/A	3811-A
Miscellaneous Design	Hong Kong	11439/1999	B13691/2000
MURINE	Hong Kong	174/1927	174/1927
MURINE (in Chinese)	Hong Kong	1264/1973	1264/1973
PRELL (Stylized)	Hong Kong	N/A	606/1949
CHLORASEPTIC	India	454940	454940
COMET	Iran	41402	29669
PRELL	Iran	91481	61445
CHLORASEPTIC	Ireland	5637/88	132724
PRELL	Ireland	N/A	44923
CHLORASEPTIC	Israel	N/A	59448
PRELL (Stylized)	Israel	N/A	10593
CHLORASEPTIC	Italy	N/A	587635
CHLORASEPTIC	Italy	N/A	714774
PRELL	Italy	941398	687499
PRELL	Italy	8132963	438914
CHLORASEPTIC	Jamaica	N/A	21,979
PRELL	Jamaica	N/A	4962
PRELL	Japan	15228/1962	617714
PRELL (in English and Katakana)	Japan	08-040893	4064770
PRELL (in Katakana)	Japan	48-015972	1420727
PRELL	Jordan	4164	4164/4006
CHLORASEPTIC	Kenya	15594	15594
CHLORASEPTIC	Korea, Republic of	40199937824	481177
CHLORASEPTIC	Kuwait	17740	16588
PRELL	Kuwait	15966	14949
PRELL	Laos	2447	1890
PRELL and Design (Package II)	Laos	2465	1891
PRELL (and Arabic)	Lebanon	N/A	80420

Mark	Country	Application No.	Registration No.
PRELL	Lesotho	908	LS/M/94/00370
PRELL	Libya	N/A	1702/7393
CHLORASEPTIC	Liechtenstein	N/A	6802
PRELL	Macao	14 788/DSE	15099-M 014788/DSE
PRELL (Stylized)	Malaysia	N/A	M/020496
CHLORASEPTIC	Mexico	96383	123,999
PRELL	Mexico	503884	736221
CHLORASEPTIC	Monaco	85.10411	R-95.16046
PRELL (Stylized)	Monaco	67.3678	R.97.17649
CHLORASEPTIC	Morocco	27.737	63.541
PRELL (and Arabic)	Morocco	N/A	84.110
PRELL (Stylized)	Namibia	2011/49	2011/49
CHLORASEPTIC	Netherlands Antilles	N/A	02690
PRELL (Stylized)	Netherlands Antilles	N/A	02689
CHLORASEPTIC	New Zealand	129927	B129927
MURINE (Stylized)	New Zealand	24880	24880
PRELL (Stylized)	New Zealand	44627	44627
VI-CLEAR	New Zealand	139378	139378
CHLORASEPTIC	Nicaragua	N/A	3,635 R.P.I.
PRELL	Nicaragua	N/A	16,138
CHLORASEPTIC	Nigeria	N/A	19417
PRELL	Norway	42057	35127
PRELL	Oman	2849	2849
PRELL (Stylized)	Pakistan	9567	9567
CHLORASEPTIC	Panama	N/A	19920
PRELL (Stylized)	Panama	N/A	1806
CHLORASEPTIC	Peru	288007	90737
PRELL and Design (Package II)	Peru	217161	003628
PRELL	Portugal	148178	148.178
CHLORASEPTIC	Qatar	N/A	141
PRELL (and Arabic)	Qatar	2922	2922
CHLORASEPTIC	Saudi Arabia	N/A	131/54

Mark	Country	Application No.	Registration No.
PRELL (and Arabic)	Saudi Arabia	N/A	124/83
CHLORASEPTIC	Sierra Leone	N/A	8058
CHLORASEPTIC	Singapore	66799	T76/66799Z
PRELL (Stylized)	Singapore	T51/13857H	T51/13857H
PRELL (Stylized)	South Africa	1528/46	1528/46
PRELL	Spain	201041	0201041
CHLORASEPTIC	Sudan	20938	20938
CHLORASEPTIC	Suriname	N/A	11288
PRELL (Stylized)	Suriname	1492	5346
PRELL	Swaziland	N/A	56/1953/SA
PRELL	Switzerland	N/A	355.202
PRELL	Switzerland	N/A	404.164
PRELL (and Arabic)	Switzerland	N/A	319.490
CHLORASEPTIC	Syria	N/A	18988
COMET	Syria	18448	13152
COMET (and in Arabic)	Syria	N/A	15212
PRELL	Syria	9212	16902
PRELL	Taiwan	N/A	14471
PRELL Label Design	Taiwan	N/A	225274
CHLORASEPTIC	Tanzania	N/A	11609
CHLORASEPTIC	Thailand	262349	Kor111049
PRELL (Stylized in Thai)	Thailand	297450	Kor38171
PRELL (Stylized)	Trinidad and Tobago	63/1948	63/1948
CHLORASEPTIC	Trinidad and Tobago	N/A	15158
PRELL	Turkey	N/A	85076
CHLORASEPTIC	Uganda	N/A	10539
CHLORASEPTIC	United Arab Emirates	10460	38723
PRELL	United Arab Emirates	1324	819
CHLORASEPTIC	United Kingdom	1223811	1,223,811
MURINE	United Kingdom	477,796	477796
MURINE CLEAR EYES	United Kingdom	1,183,343	1183343
MURINE FOR YOUR EYES	United Kingdom	788,834	788834
PRELL	United Kingdom	655410	655410