

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Annulment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medtech Products, Inc.		09/26/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wartner USA B.V.		
Street Address:	90 North Broadway		
City:	Irvington		
State/Country:	NEW YORK		
Postal Code:	10533		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2377081	WARTNER	
Registration Number:	2739843	WARTNER PRO	
CORRESPONDENCE DATA			
Fax Number:	(423)752-9548		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4232094103		
Email:	mjohnson@bakerdonelson.com, echomyn@bakerdonelson.com		
Correspondent Name:	Micheline Kelly Johnson		
Address Line 1:	1800 Republic Centre		
Address Line 2:	Baker, Donelson, Bearman, Caldwell		
Address Line 4:	Chattanooga, TENNESSEE 37450-1800		
ATTORNEY DOCKET NUMBER:	2016563-000044		
NAME OF SUBMITTER:	Micheline Kelly Johnson		
Signature:	/micheline kelly johnson/		

OP \$65.00 2377081

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REEL: 003655 FRAME: 0850

Date:

11/06/2007

Total Attachments: 4

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## ANNULMENT AGREEMENT

This ANNULMENT AGREEMENT is made as of September 26, 2007 (this "Agreement"), between Wartner USA B.V., a company organized under the laws of The Netherlands ("Wartner") and Medtech Products Inc., a Delaware corporation ("Medtech").

### RECITALS

WHEREAS, Wartner and Medtech are wholly-owned subsidiaries of Prestige Brands Holdings, Inc., a Delaware corporation ("PBH"), and PBH, through such wholly-owned subsidiaries desired to reallocate between Wartner and Medtech the intellectual property set forth on Exhibit A attached hereto (the "Intellectual Property") on a tax-free basis in the United States of America and The Netherlands;

WHEREAS, on October 18, 2006 (the "Assignment Date"), Wartner transferred and assigned to Medtech, effective as of September 21, 2006, the Intellectual Property pursuant to the Assignment Agreement attached hereto as Exhibit B (the "Existing Assignment Agreement");

WHEREAS, as of the Assignment Date, each of Wartner and Medtech intended that the transfer of the Intellectual Property pursuant to the Existing Assignment Agreement would not result in any tax liabilities being incurred by Wartner and Medtech in The Netherlands and the United States of America, respectively;

WHEREAS, as of the Assignment Date, each of Wartner and Medtech was not aware that the transfer and assignment of the Intellectual Property pursuant to the Existing Assignment Agreement would result in Wartner and Medtech incurring tax liabilities for calendar year 2006 in The Netherlands;

WHEREAS, if Wartner and Medtech were aware that Wartner and Medtech would incur tax liabilities in The Netherlands in connection with the transfer and assignment of the Intellectual Property pursuant to the Existing Assignment Agreement, Wartner and Medtech would not have executed the Existing Assignment Agreement;

WHEREAS, effective as of the date hereof, Wartner and Medtech desire to annul (*'vernietigen'*), on the basis of error in the meaning of Section 2:228 of the Dutch Civil Code (*'dwaling'*), the Existing Assignment Agreement (including the transfer and assignment of the Intellectual Property contemplated therein), effective as of September 21, 2006;

WHEREAS, in connection with the annulment of the Existing Assignment Agreement (including the transfer and assignment of the Intellectual Property contemplated therein), Wartner is willing to annul and cancel the Promissory Note issued by Medtech to Wartner, a copy of which is attached hereto as Exhibit C (the "Promissory Note"), as consideration for the transfer and assignment of the Intellectual Property by Wartner to Medtech pursuant to the Existing Assignment Agreement; and

WHEREAS, each of Wartner and Medtech desires to execute this Agreement and effectuate the transactions contemplated herein.

#### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Annulment. Each of Wartner and Medtech hereby agrees and declares ('*verklaart*') to each other to annul ('*vernietigen*'), on the basis of error in the meaning of Section 2:228 of the Dutch Civil Code ('*dwinging*'), the Existing Assignment Agreement (including the transfer and assignment of the Intellectual Property contemplated therein), with such annulment being effective as of September 21, 2006. Each of Wartner and Medtech represents to the other party hereto that as of the Assignment Date it had no knowledge that the transfer and assignment of the Intellectual Property pursuant to the Existing Assignment Agreement would result in Wartner and Medtech incurring a tax liability in The Netherlands. Furthermore, each of Wartner and Medtech represents to the other party hereto that, if it was aware of the tax liabilities that would be incurred by Wartner and Medtech in The Netherlands, that it would not have executed the Existing Assignment Agreement.

2. Assignment. Medtech hereby agrees to execute, to the extent required by any applicable intellectual property office, an Assignment Agreement pursuant to which the Intellectual Property shall be transferred and assigned by Medtech to Wartner pursuant to the terms thereof, effective as of September 21, 2006.

3. Annulment of Promissory Note. Effective on the date hereof, in connection with the annulment of the Existing Assignment Agreement (including the transfer and assignment of the Intellectual Property contemplated therein), Wartner shall annul and cancel the Promissory Note and return it to Medtech.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Netherlands, without giving effect to its conflicts of law principles thereof.

5. Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings (whether oral or written) between the parties with respect to the subject matter hereof.

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IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date set forth above

WARTNER USA B.V.

By: 

Name: R. T. DEVILEE

Title: DIRECTOR

MEDTECH PRODUCTS INC.

By: 

Name: Eric S. Kier

Title: Assistant Secretary

EXHIBIT A

Intellectual Property

TRADEMARKS

WARTNER	U.S. Reg. No. 2,377,081
WARTNER PRO	U.S. Reg. No. 2,739,843
WARTNER	Canadian Reg. No. TMA544401

PATENTS

Apparatus for Dispensing an Amount of Fluid Coolant and a Dispensing Unit	U.S. Patent No. 6,296,410
Apparatus for Dispensing an Amount of Fluid Coolant and a Dispensing Unit	Canadian Patent Application No. 2,326,437