

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CUTEX NAILS, LLC		08/31/2010	LIMITED LIABILITY COMPANY: MISSOURI

**RECEIVING PARTY DATA**

Name:	ENTERPRISE BANK & TRUST
Street Address:	150 North Meramec
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Missouri banking corporation:

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	0124134	CUTEX
Registration Number:	2511752	CUTEX
Registration Number:	3581236	CUTEX
Registration Number:	0442549	CUTEX
Registration Number:	3024694	CUTEX
Registration Number:	2554788	CUTEX
Registration Number:	2495696	CUTEX
Registration Number:	3024577	CUTEX ESSENTIAL CARE TWISTER
Registration Number:	2016204	CUTEX QUICK AND GENTLE
Registration Number:	2657298	ESSENTIAL CARE
Registration Number:	3024695	ESSENTIAL CARE
Registration Number:	2469324	NO SPILLS! NO MESS! JUST PRESS!
Registration Number:	2469321	NO SPILLS! NO MESS! JUST WIPE!
Registration Number:	3440270	TWISTER

**TRADEMARK**

**900172455**

**REEL: 004284 FRAME: 0834**

**CH \$365.00 0124134**

CORRESPONDENCE DATA

Fax Number: (314)259-2020  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 314-259-2000  
Email: ncollora@bryancave.com  
Correspondent Name: Daniel A. Crowe  
Address Line 1: 211 N. Broadway, Suite 3600  
Address Line 4: St. Louis, MISSOURI 63102-2750

ATTORNEY DOCKET NUMBER:	0313725
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	09/27/2010

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is given as of August 31, 2010, by CUTEX NAILS, LLC, a Missouri limited liability company (the "Borrower"), to ENTERPRISE BANK & TRUST (the "Bank").

Preliminary Statement. The Borrower and the Bank have entered into a Security Agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which, and subject to the terms and conditions thereof, the Borrower has granted a security interest in and lien on substantially all of its assets, including but not limited to all Trademarks, all applications for, registrations of and licenses of the foregoing. Capitalized terms used and not defined herein shall have the meanings given to them in the Security Agreement. The Borrower now desires to grant to confirm such lien as security for all present and future obligations of the Borrower to the Bank.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and the Bank agree as follows:

1. Grant of Security Interest. The Borrower hereby grants to the Bank a security interest in all assets and personal property of the Borrower, including but not limited to all the Borrower's right, title and interest in and to the following property, wherever located, whether such property or interest therein is now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):

- (a) all trademarks, all applications for, registrations of and licenses of the foregoing listed on Schedule A attached hereto; and
- (b) goodwill associated with the foregoing; and
- (c) all substitutions, renewals, improvements and replacements of and additions thereto; and
- (c) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and/or (c) above and any rents and profits of any of the foregoing items, whether cash or non-cash, immediate or remote, including, without limitation, all income, accounts, contract rights, general intangibles, payment intangibles, chattel paper, notes, drafts, acceptances, instruments and other rights to the payment of money arising out of the sale, rental, lease, exchange or other disposition of any of the foregoing items, and all products, of (a), (b) and/or (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and Borrower hereby acknowledges and affirms that the rights and remedies of the

Bank with respect to the security interest in the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Bank shall otherwise determine.

3. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Bank shall execute, acknowledge, and deliver to the Borrower an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Collateral under this Agreement.

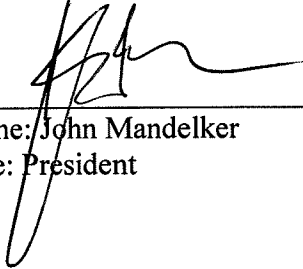
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice of law rules thereof.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. A facsimile or other electronically transmitted signature of the Borrower shall be deemed an original signature.

**[Remainder of this page intentionally blank.]**

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first above written.

CUTEX NAILS, LLC

By:   
Name: John Mandelker  
Title: President

SCHEDULE A

**See Attached**

Trademark List by Country

Trademark	Client-Matter Country	Sub-Case Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
CUTEX	2016563-000013 United States of America Owner: The Cutex Company Client: Prestige Brands Holdings, Inc. Agent:	02 ORD	71/112,081 11-Jul-1918		0,124,134 14-Jan-1919 Attorneys: MKJ Client Ref: Agent Ref:	Registered 14-Jan-2019
	Classes: 08 Int. Images/Links: Goods: Emery boards					
CUTEX	2016563-000013 United States of America Owner: The Cutex Company Client: Prestige Brands Holdings, Inc. Agent:	20 ORD	75/902,115 27-Jan-2000	04-Sep-2001	2,511,752 27-Nov-2001 Attorneys: MKJ Client Ref: Agent Ref:	Registered 27-Nov-2011
	Classes: 03 Int. Images/Links: Goods: Nail polish removers					
CUTEX	2016563-000013 United States of America Owner: The Cutex Company Client: Prestige Brands Holdings, Inc. Agent:	883 ORD	77/229,816 14-Jul-2007	20-May-2008	3,581,236 24-Feb-2009 Attorneys: MKJ Client Ref: Agent Ref:	Registered 24-Feb-2019
	Classes: 03 Int., 08 Int. Images/Links: Goods: 03: Pumice stones for personal use on nails; emery boards for use on nails; 08: Nail care implements, namely, nail clippers, files, buffers, orange sticks, manicule sets, cuticle scissors, nail skin treatment trimmers, cuticle pushers, and tweezers					
CUTEX	2016563-000015 United States of America Owner: The Cutex Company Client: Prestige Brands Holdings, Inc. Agent:	03 ORD	71/512,852 19-Nov-1946		0,442,549 26-Apr-1949 Attorneys: MKJ Client Ref: Agent Ref:	Registered 26-Apr-2019
	Classes: 08 Int. Images/Links: Goods: Manicure tweezers					

Trademark	Client-Matter Country	SubCase Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
CUTEX	2016563-4 United States of America	34 ORD	78/406,167 22-Apr-2004	07-Dec-2004	3,024,694 06-Dec-2005	Registered 06-Dec-2015

Owner: The Cutex Company  
 Client: Prestige Brands Holdings, Inc.  
 Agent:

Classes: 03 Int.

Images/Links:

Goods: Nail care preparations, namely, nail strengtheners, nail hardeners, nail lengthening preparations, cuticle conditioner, cuticle cream, cuticle removing preparations, nail cream and hand cream

CUTEX (AND DESIGN)

2016563-000013	19	75/902,121	27-Jan-2000	08-Jan-2002	2,554,788	Registered
United States of America	ORD				02-Apr-2002	02-Apr-2012

Owner: The Cutex Company  
 Client: Prestige Brands Holdings, Inc.  
 Agent:

Classes: 03 Int.

Images/Links:



Goods: Nail polish removers  
 Cutex in Circle

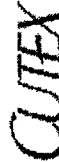
CUTEX (STYLIZED)

2016563-000013	21	75/902,203	27-Jan-2000	17-Jul-2001	2,495,696	Registered
United States of America	ORD				09-Oct-2001	09-Oct-2011

Owner: The Cutex Company  
 Client: Prestige Brands Holdings, Inc.  
 Agent:

Classes: 03 Int.

Images/Links:



Cutex





Trademark	Client-Matter Country	Sub-Case Case Type	Application Number Filing Date	Publication Number Publication Date	Registration Number Registration Date	Status Next Renewal
NO SPILLS! NO MESS! JUST PRESS!	2016563-000013 United States of America Owner: The Cutex Company Client: Prestige Brands Holdings, Inc. Agent:	23 ORD	75/919,532 15-Feb-2000	24-Apr-2001	2,469,324 17-Jul-2001 Attorneys: MKJ Client Ref: Agent Ref:	Registered 17-Jul-2011
Classes: 03 Int. Images/Links: Goods: Nail polish removers						
NO SPILLS, NO MESS, JUST WIPE!	2016563-4 United States of America Owner: The Cutex Company Client: Prestige Brands Holdings, Inc. Agent:	22 ORD	75/919,235 15-Feb-2000	24-Apr-2001	2,469,321 17-Jul-2001 Attorneys: MKJ Client Ref: Agent Ref:	Registered 17-Jul-2011
Classes: 03 Int. Images/Links: Goods: Nail polish removers						
TWISTER	2016563-000013 United States of America Owner: The Cutex Company Client: Prestige Brands Holdings, Inc. Agent:	897 ORD	77/294,969 03-Oct-2007	18-Mar-2008	3,440,270 03-Jun-2008 Attorneys: MKJ Client Ref: Agent Ref:	Registered 03-Jun-2018
Classes: 06 Int. Images/Links: Goods: Nail polish remover						