

06-06-2001



101740594
RECORDATION FORM SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission Document ID # (Non-Recordation)

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other **GRANT OF TRADEMARK SECURITY INTEREST**

Effective Date
Month Day Year
 05/22/2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
 05/22/2001

Name Sun Pharmaceuticals Corp.

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Credit Suisse First Boston, as Administrative Agent

DBA/AKA/TA

Composed of

Address (line 1) Eleven Madison Avenue

Address (line 2)

Address (line 3) New York New York 10010-3269

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76/064272"/>	<input type="text" value="75/811990"/>	<input type="text" value="75/692136"/>	<input type="text" value="2428895"/>	<input type="text" value="2304830"/>	<input type="text" value="2153931"/>
<input type="text" value="75/911031"/>	<input type="text" value="75/789648"/>	<input type="text" value="75/703223"/>	<input type="text" value="2392027"/>	<input type="text" value="2228625"/>	<input type="text" value="2207643"/>
<input type="text" value="75/812803"/>	<input type="text" value="75/724388"/>	<input type="text"/>	<input type="text" value="2375877"/>	<input type="text" value="2210661"/>	<input type="text" value="2207642"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Michael J. Neary
Name of Person Signing

Michael J. Neary
Signature

05/30/2001
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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2157422	2059805	1982912
2297212	1992718	1922356
2181101	1992717	1754761
2116882	1946368	1589674
2093688	2021196	1093524
2185395	1949651	2307463
1958824	1962371	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Sun Pharmaceuticals Corp., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Playtex Products, Inc., a Delaware corporation ("**Borrower**"), has entered into a Credit Agreement dated as of May 22, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Credit Suisse First Boston, as Administrative Agent and Collateral Agent for and representative of the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiaries Guarantee dated as of May 22, 2001 (said Subsidiaries Guarantee, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guarantee**") in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 22, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all United States trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon in the United States (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **“Trademark Registrations”**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States (the **“Trademark Rights”**), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the **“Associated Goodwill”**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or Guarantee, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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, and, to the extent that the terms and provisions of this Grant of Trademark Security Interest are inconsistent with the Credit Agreement or Security Agreement, the terms and provisions of the Credit Agreement or Security Agreement, whichever is applicable, shall control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22nd day of May, 2001.

SUN PHARMACEUTICALS CORP.

By: *Glenn A. Fisher*
Name: _____
Title: CFO

S-1

LA1-931817

+2134306407 T-700 P.006/010 F-778

TRADEMARK

REEL: 002308 FRAME: 0653

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

US TRADEMARKS				
Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
SUN PROTECTION THAT'S FUN PROTECTION	76064272	Published Intent to Use	June 6, 2000	Sun Pharmaceuticals Corp.
ACTIVE SPORT	2428895	Registered	February 13, 2001	Sun Pharmaceuticals Corp.
VITASKIN	75911031	Pending Intent to Use	February 3, 2000	Sun Pharmaceuticals Corp.
FOR FUN IN THE SUN...GET ON THE BOAT & Design	75812803	Suspended	October 1, 1999	Sun Pharmaceuticals Corp.
LIPBLOK	75811990	Intent to Use Notice of Allowance - Issued	September 30, 1999	Sun Pharmaceuticals Corp.
FOR FUN IN THE SUN...GET ON THE BOAT	75789648	Intent to Use Suspended	September 1, 1999	Sun Pharmaceuticals Corp.
SUNBASICS	75724388	Intent to Use Notice of Allowance - Issued	June 8, 1999	Sun Pharmaceuticals Corp.
ZINCBLOC	75692136	Intent to Use Notice of Allowance - Issued	April 27, 1999	Sun Pharmaceuticals Corp.
LIPPOPS	2392027	Registered	October 3, 2000	Sun Pharmaceuticals Corp.
COOL COLORZ	2375877	Registered	August 8, 2000	Sun Pharmaceuticals Corp.
GALACTIC	2304830	Registered	December 28, 1999	Sun Pharmaceuticals Corp.
SPOT POT	2228625	Registered	March 2, 1999	Sun Pharmaceuticals Corp.
BANANA BOAT	2210661	Registered	December 15, 1998	Sun Pharmaceuticals Corp.
Design Mark	2153931	Registered	April 28, 1998	Sun Pharmaceuticals Corp.
QUIK BLOK	2207643	Registered	December 1, 1998	Sun Pharmaceuticals Corp.
ATOMIC	2207642	Registered	December 1, 1998	Sun Pharmaceuticals Corp.
MAGNA	2157422	Registered	May 12, 1998	Sun Pharmaceuticals Corp.
GOLDEN TANNING BLEND	2297212	Registered	December 7, 1999	Sun Pharmaceuticals Corp.

US TRADEMARKS

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
ACTION SPORT	2181101	Registered	August 11, 1998	Sun Pharmaceuticals Corp.
SONIC	2116882	Registered	November 25, 1997	Sun Pharmaceuticals Corp.
BITE BLOCK	2093688	Registered	September 2, 1997	Sun Pharmaceuticals Corp.
ARCTIC ALOE	2185395	Registered	May 5, 1998	Sun Pharmaceuticals Corp.
SUN AMPLIFIER	1958824	Registered	February 27, 1996	Sun Pharmaceuticals Corp.
TAN EXPRESS	2059805	Registered	May 6, 1997	Sun Pharmaceuticals Corp.
BANANA BOAT & Design	1992718	Registered	August 13, 1996	Sun Pharmaceuticals Corp.
BANANA BOAT & Design	1992717	Registered	August 13, 1996	Sun Pharmaceuticals Corp.
SPIKE-A-THON	1946368	Registered	January 9, 1996	Sun Pharmaceuticals Corp.
BEACHBLASTER	2021196	Registered	December 3, 1996	Sun Pharmaceuticals Corp.
SELF ADJUSTING COLOR	1949651	Registered	January 16, 1996	Sun Pharmaceuticals Corp.
FUNKY FRUIT	1962371	Registered	March 12, 1996	Sun Pharmaceuticals Corp.
...GET ON THE BOAT!	1982912	Registered	June 25, 1996	Sun Pharmaceuticals Corp.
...GET ON THE BOAT!	1922356	Registered	September 26, 1995	Sun Pharmaceuticals Corp.
BANANA BOAT	1754761	Registered	March 2, 1993	Sun Pharmaceuticals Corp.
SOOTH-A-CAINE	1589674	Registered	April 3, 1990	Sun Pharmaceuticals Corp.
BANANA BOAT	1093524	Renewed	June 20, 1978	Sun Pharmaceuticals, Corp.
FOR FUN IN THE SUN	75703223	Pending	May 11, 1999	Sun Pharmaceuticals, Inc.
BANANA BOAT & Design	2307463	Registered	January 11, 2000	Sun Pharmaceuticals, Inc.