

03-03-2004



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To the Honorable Commissioner:

102682537

with the attached original documents or copy thereof.

1. Name of conveying party(ies):

SUN PHARMACEUTICALS CORP.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation—State Delaware
- Other _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: February 19, 2004

2. Name and address of receiving party(ies)

WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION

Name: _____
Internal _____
Address: _____
Street Address: 213 Court Street, Suite 703

City: Middletown State: CT Zip: 06457

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation – State _____
- Other National Association

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)

PLEASE SEE THE ATTACHED.

B. Trademark Registration No.(s)

PLEASE SEE THE ATTACHED.

Additional number(s) attached? Yes No

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

Name: Claudine Meredith-Goujon, Esq.

Internal Address: _____

Paul, Weiss, Rifkind, Wharton & Garrison LLP

Street Address: _____

1285 Avenue of the Americas

City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved: 47

7. Total fee (37 CFR 3.41) _____ \$ 1,190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0706

(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.

Claudine Meredith-Goujon

Name of Person Signing

C Meredith-Goujon
Signature

3/2/2004
Date

Total number of pages including cover sheet, attachments, and documents: 9

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

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

| Mark | Registration No./ Application No. | Status | Registration Date/ Application Date | Owner |
|-------------------------|------------------------------------------|---------------------------|--------------------------------------------|---------------------------|
| ...GET ON THE BOAT! | <u>1982912</u> | Registered | June 25, 1996 | Sun Pharmaceuticals Corp. |
| ...GET ON THE BOAT! | 1922356 | Registered | September 26, 1995 | Sun Pharmaceuticals Corp. |
| ACTION SPORT | 2181101 | Registered | August 11, 1998 | Sun Pharmaceuticals Corp. |
| ACTIVE SPORT | 2428895 | Registered | February 13, 2001 | Sun Pharmaceuticals Corp. |
| ANTI-BURN SYSTEM | 76243009 | Published – Intent to Use | April 17, 2001 | Sun Pharmaceuticals Corp. |
| AQUASHIELD H2O & Design | 73239798 | Published – Intent to Use | April 19, 2003 | Sun Pharmaceuticals Corp. |
| ARCTIC ALOE | 2155395 | Registered | May 5, 1998 | Sun Pharmaceuticals Corp. |
| ATOMIC | 2207642 | Registered | December 1, 1998 | Sun Pharmaceuticals Corp. |
| BANANA BOAT | 2210661 | Registered | December 15, 1998 | Sun Pharmaceuticals Corp. |
| BANANA BOAT | 1754761 | Registered | March 2, 1993 | Sun Pharmaceuticals Corp. |
| BANANA BOAT | 1093524 | Renewed | June 20, 1978 | 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. |
| BANANA BOAT & Design | 2307463 | Registered | January 11, 2000 | Sun Pharmaceuticals Corp. |

| Mark | Registration No./ Application No. | Status | Registration Date/ Application Date | Owner |
|-----------------------------------------------|------------------------------------------|-------------------------|--------------------------------------------|---------------------------|
| BANANA BOAT SURF | 78140124 | Allowed – Intent to Use | June 25, 2003 | Sun Pharmaceuticals Corp. |
| BEACHBLASTER | 2021196 | Registered | December 3, 1996 | Sun Pharmaceuticals Corp. |
| BITE BLOCK | 2093688 | Registered | September 2, 1997 | Sun Pharmaceuticals Corp. |
| CELEBRATE THE SUN | 78261698 | Pending | June 12, 2003 | Sun Pharmaceuticals Corp. |
| COOL COLORZ | 2375877 | Registered | August 8, 2000 | Sun Pharmaceuticals Corp. |
| Design Mark | 2153931 | Registered | April 28, 1998 | Sun Pharmaceuticals Corp. |
| FOR FUN IN THE SUN... | 75703223 | Suspended | May 11, 1999 | Sun Pharmaceuticals Corp. |
| FOR FUN IN THE SUN...GET ON THE BOAT | 75789648 | Suspended | September 1, 1999 | Sun Pharmaceuticals Corp. |
| FOR FUN IN THE SUN...GET ON THE BOAT & Design | 75812803 | Suspended | October 1, 1999 | Sun Pharmaceuticals Corp. |
| FUNKY FRUIT | 1962371 | Registered | March 12, 1996 | Sun Pharmaceuticals Corp. |
| GALACTIC | 2304830 | Registered | December 28, 1999 | Sun Pharmaceuticals Corp. |
| GOLDEN TANNING BLEND | 2297212 | Registered | December 7, 1999 | Sun Pharmaceuticals Corp. |
| LIPBLOK | 75811990 | Allowed – Intent to Use | September 30, 1999 | Sun Pharmaceuticals Corp. |
| LIPPOPS | 2392027 | Registered | October 3, 2000 | Sun Pharmaceuticals Corp. |

| Mark | Registration No./ Application No. | Status | Registration Date/ Application Date | Owner |
|--------------------------------------|------------------------------------------|-------------------------|--------------------------------------------|---------------------------|
| MAGNA | 2157422 | Registered | May 12, 1998 | Sun Pharmaceuticals Corp. |
| QUIK BLOK | 2207643 | Registered | December 1, 1998 | Sun Pharmaceuticals Corp. |
| SELF ADJUSTING COLOR | 1949651 | Registered | January 16, 1996 | Sun Pharmaceuticals Corp. |
| SONIC | 2116882 | Registered | November 25, 1997 | Sun Pharmaceuticals Corp. |
| SOOTH-A-CAINE | 2628037 | Registered | October 1, 2002 | Sun Pharmaceuticals Corp. |
| SPIKE-A-THON | 1946368 | Registered | January 9, 1996 | Sun Pharmaceuticals Corp. |
| SPOT POT | 2228625 | Registered | March 2, 1999 | Sun Pharmaceuticals Corp. |
| SUN AMPLIFIER | 1958824 | Registered | February 27, 1996 | Sun Pharmaceuticals Corp. |
| SUN PROTECTION THAT'S FUN PROTECTION | 2700895 | Registered | March 25, 2003 | Sun Pharmaceuticals Corp. |
| SUNBASICS | 75724388 | Allowed – Intent to Use | June 8, 1999 | Sun Pharmaceuticals Corp. |
| SUNBASICS | 78225915 | Allowed – Intent to Use | March 14, 2003 | Sun Pharmaceuticals Corp. |
| SUNTANICALS | 2744012 | Registered | July 29, 2003 | Sun Pharmaceuticals Corp. |
| SURF | 78140119 | Suspended | June 29, 2002 | Sun Pharmaceuticals Corp. |
| SURF & Design | 78140244 | Suspended | July 1, 2002 | Sun Pharmaceuticals Corp. |
| TAN EXPRESS | 2059805 | Registered | May 6, 1997 | Sun Pharmaceuticals Corp. |

| Mark | Registration No./ Application No. | Status | Registration Date/ Application Date | Owner |
|--------------------|------------------------------------------|-------------------------|--------------------------------------------|---------------------------|
| VITASKIN | 2742602 | Registered | July 29, 2003 | Sun Pharmaceuticals Corp. |
| VITASKIN | 2691367 | Registered | February 25, 2003 | Sun Pharmaceuticals Corp. |
| ZINCBLOC | 75692136 | Allowed – Intent to Use | April 27, 1999 | Sun Pharmaceuticals Corp. |
| FOR FUN IN THE SUN | 75703223 | Pending | May 11, 1999 | Sun Pharmaceuticals, Inc. |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2004, by Sun Pharmaceuticals Corp., a Delaware corporation ("Grantor"), in favor of WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, in its capacity as Trustee (together with its successors and assigns, the "Trustee") for the benefit of the holders of Notes (as defined below) (such holders, the "Secured Parties").

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, dated as of the date hereof (the "Indenture"), by and among Playtex Products, Inc. (the "Company"), the Persons named therein as Guarantors and the Trustee, the Company intends to issue 8% Senior Secured Notes due 2011 (the "Notes");

WHEREAS, Grantor has agreed to execute and deliver to Trustee for the ratable benefit of Secured Parties, that certain Security Agreement dated as of the date herewith by and among Grantor, the other parties named therein and Trustee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Trustee, for the ratable benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants Trustee, for the ratable benefit of Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Trustee, for the ratable benefit of Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Trustee 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 page follows]

