

04-21-2004



Tab settings → → → 2004 APR 16 AM 9:07 102729069

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **FINANCE SECTION**
Medtech Products, 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: _____
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

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

A. Trademark Application No.(s) 72/324975, 71/003138, 72/104800, 72/139505, 75/703128 and others listed on Schedule I

B. Trademark Registration No.(s) _____

Additional number(s) attached 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:..... 25

7. Total fee (37 CFR 3.41):..... \$ 640.00
 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 [Signature] 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

04/23/2004 00000175 230800 72324975
01 FC:8521 40.00 DA
02 FC:8522 600.00 DA

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Country	Application No.	Registration No.
COMPOUND W	Canada	247,265	TMA 115,096
COMPOZ	Canada	277,213	TMA 160,985
DERMOPLAST	Canada	232,921	TMA 125,444
EZO	Canada	254,111	TMA 154,380
FREEZONE	Canada	038974	TMA 214,845
FREEZONE Design	Canada	0089144	TMDA 22,181
FREEZONE and Design	Canada	0991798	NFLD001,798
HEET	Canada	191,678	UCA24,434
MOMENTUM	Canada	396,429	TMA 223,568
NEW-SKIN	Canada	720,686	TMA 431,096
OUTGRO	Canada	0147489	TMDA 46,501
OXIPOR	Canada	367,507	TMA 203,530
PERCOGESIC	Canada	363,072	TMA 197,499
SLEEP-EZE	Canada	872,588	TMA 504,270
SLEEP-EZE and design	Canada	869,170	TMA542,837
SLEEP-EZE D	Canada	0444726	TMA 268,259
NEW-SKIN	Greece	138,086	138086
NEW-SKIN	Japan	138085	138085
PERCOGESIC	Costa Rica	N/A	57383
PERCOGESIC	Panama	N/A	044854
PERCOGESIC	Dominican Republic	N/A	33,449
PERCOGESIC	Jamaica	N/A	16,381
FREEZONE	Netherlands	N/A	1,798
COMPOZ	Puerto Rico	N/A	19,566
EZO	Turkey	87342/98	208448
NEW-SKIN	Turkey	99771/99	99021505

Mark	Country	Application No.	Registration No.
NEW-SKIN	Venezuela	12606	106,862-F
APF	United States	72/324,975	0,905,024
CLOVERINE	United States	71/003,138	47,467
COMPOUND W	United States	72/104,800	716,021
COMPOZ	United States	72/139,505	740,850
DERMOPLAST	United States	75/703,128	2,341,078
DERMOPLAST	United States	72/070,206	0,698,867
FREEZONE	United States	71/098,007	0,114,732
FREEZONE	United States	75/373,211	2,202,922
HEET	United States	72/391,667	0,926,713
HEET (and design)	United States	71/210,938	0,200,684
KERODEX	United States	71/557,470	0,510,745
MOMENTUM	United States	72/467,084	0,982,817
MOSCO	United States	71/252,483	0,236,101
NEW-SKIN (and design)	United States	73/336,365	1,259,764
NEW-SKIN	United States	74/295,027	1,757,962
OUTGRO	United States	75/382,518	2,210,973
OUTGRO (and design)	United States	71/300,313	0,275,149
OXIPOR VHC	United States	72/367,519	0,914,958
PERCOGESIC	United States	72/160,701	0,755,836
SLEEP-EZE	United States	75/460,214	2,264,580
SLEEP-EZE	United States	71/677,818	0,615,165
SLEEP-EZE 3 (and design)	United States	73/457,841	1,322,927
STAYS ON WHERE BANDAGES FALL OFF	United States	75/302,686	2,236,154
VACUUM GRIP	United States	75/308,467	2,263,559
ZINCON	United States	72/406,839	0,952,865

B. TRADEMARK APPLICATIONS

Mark	Country	Application No.	Registration No.
FREEZE OFF	Canada	1203700	

ANNEX, 5
TO
PLEDGE AND SECURITY AGREEMENT

Form of Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2004, by Medtech Products, 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

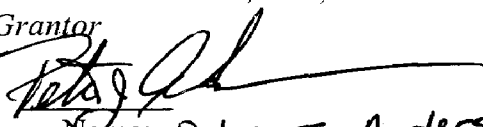
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent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

MEDTECH PRODUCTS, 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]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MEDTECH PRODUCTS, INC.,
as Grantor

By: _____

Name:

Title:

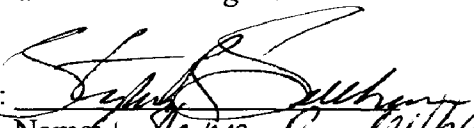
ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: _____

Name:

Title:


Name: *Steven R. Seithausen*
Title: *Vice President*

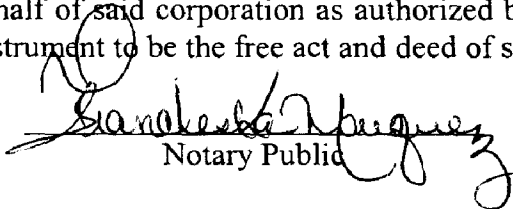
[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 002953 FRAME: 0700

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 5 day of April, 2004 before me personally appeared Peter S. Anderson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Medtek Products, 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.


Notary Public

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

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

RECORDED: 04/16/2004

TRADEMARK
REEL: 002953 FRAME: 0701