

5-30-01

06-06-2001



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PATENT

HEET

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

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

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☐ Resubmission Document ID #  (Non-Recordation)  
☐ Correction of PTO Error Reel #  Frame #   
☐ Corrective Document Reel #  Frame #

### Conveyance Type

☐ Assignment ☐ Security Agreement  
☐ License ☐ Change of Name  
☐ Merger ☒ Other **GRANT OF PATENT SECURITY INTEREST**  
U.S. Government  
(for Use ONLY by U.S. Government Agencies)  
☐ Departmental File ☐ Secret File

### Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1)  Sun Pharmaceuticals Corp., a Delaware corporation

Execution Date  
Month Day Year  
 05/22/01

Name (line 2)

### Second Party

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

### Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line1)  Credit Suisse First Boston, as Administrative Agent

Name (line2)

Address (line 1)  Eleven Madison Avenue

Address (line 2)

Address (line 3)

Address (line 3)  New York

New York

10010-3269

City

State/Country

Zip Code

☐ 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).

### 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)

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

PATENT

Correspondent Name and Address

Area Code and Telephone Number

213-430-7267

Name Michael J. Neary

Address (line 1) O'Melveny & Myers LLP

Address (line 2) 400 South Hope Street

Address (line 3) Los Angeles, California 90071-2899

Address (line 4)

Pages

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

# 4

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

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

Patent Application Number(s)

Patent Number(s)


5208011


If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

# 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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:

# 500639

Authorization to charge additional fees:

Yes ☒

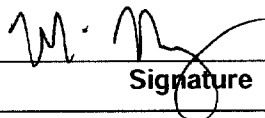
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Statement and Signature

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



Signature

05/30/01

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

**Conveying Party(ies)**

Enter Additional Conveying Parties

☐

Mark if additional names of conveying parties attached

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

**Receiving Party(ies)**

Enter additional Receiving Party(ies)

☐

Mark if additional names of receiving parties attached

Name (line1)

Name (line2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line1)

Name (line2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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**Application Number(s) or Patent Number(s)**

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Mark if additional numbers attached

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

**Patent Application Number(s)**

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**Patent Number(s)**

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## GRANT OF PATENT 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 Patent 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 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 as 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 Patent 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 "**Patent 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 patents and patent applications and rights and interests in patents and patent applications under United States law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any United States law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the **"Patents"**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent 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 Patent Collateral. For purposes of this Grant of Patent Security Interest, the term **"proceeds"** includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

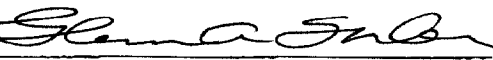
Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests 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 Patent 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 Patent 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 Patent 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.

*[The remainder of this page intentionally left blank]*

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

SUN PHARMACEUTICALS CORP.

By:   
Name: \_\_\_\_\_  
Title: CFO

S-1

LA1:931860

T-700 P.009/010 F-778

+2134306407

PATENT

May-21-2001 16:58:58 P.009/010 F-778 LA1/2

REEL: 011846 FRAME: 0856

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

**Patents Issued:**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor</u>
5208011	May 4, 1993	Ultraviolet Resistant Sunscreen Compositions	Christopher D. Vaughn