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U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

3-3-04

1. Name of conveying party(ies):

PERSONAL CARE GROUP, INC.

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

2. Name and address of receiving party(ies)
WELLS FARGO BANK MINNESOTA,
Name: NATIONAL ASSOCIATION
Internal Address: _____

Street Address: _____
213 Court Street, Suite 703
City: Middletown State: CT Zip: 06457
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 19, 2004

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
PLEASE SEE THE ATTACHED.
Additional numbers attached? Yes No

B. Patent No.(s)
PLEASE SEE THE ATTACHED.

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 patents involved: 9
7. Total fee (37 CFR 3.41).....\$ 360.00
 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)

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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 CMeredith-Goujon 3/2/2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 2023

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
ISSUED AND PENDING PATENTS

Application No.	Filing Date	Patent No.	Issue Date	Invention	Inventor(s)
624837	10-Dec-1990	5152996	06-Oct-1992	NONWOVEN WIPES IMPREGNATED WITH AN AQUEOUS SOLUTION OF ZINC ACETATE PEROXIDE AND A SURFACTANT	GARLAND G. COREY, ROBERT W. BENDER
322759	13-Mar-1989	5034219	23-Jul-1991	PER-PERM HAIR CONDITIONER	VIKAS M. DESHPANDE, JOHN M. WALTS
750716	20-Aug-1991	5141803	25-Aug-1992	NONWOVEN WIPE IMPREGNATING COMPOSITION	DAVID PREGOZEN
651869	07-Feb-1991	5147634	15-Sep-1992	HEAT GENERATING PERMANENT WAVING COMPOSITION	VIKAS M. DESHPANDE, JOHN M. WALTS
237585	24-Feb-1981	4387832	14-Jun-1983	PRE-MOISTENED TOWELETTE DISPENSING PACKAGE INCLUDING FLEXIBLY ADJUSTING TIE DEVICE	HERMAN MARGULIES
07/156986	23-Nov-1993	5392945	28-Feb-1998	STACKABLE CONTAINER FOR PRE-MOISTENED WIPES	GERALD SYREK
08/373022	17-Jan-1995	5507389	16-Apr-1996	STACKABLE CONTAINER FOR PRE-MOISTENED WIPES	GERALD SYREK
009240	08-Jun-1993	D356255	14-Mar-1995	STACKABLE CONTAINER	GERLAD SYREK
993132	18-Dec-1992	5354564	11-Oct-1994	PERSONALCARE COMPOSITIONS	EDWARD T. BORISH, ANNE TASHJIAN

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 19, 2004, by Personal Care Group, Inc., 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 Patent 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 PATENT COLLATERAL. Grantor hereby grants to 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 "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent 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 Patent 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]

