

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	SECURITY AGREEMENT
------------------------------	--------------------

CONVEYING PARTY DATA

Name	Execution Date
AMERICAN SAFETY RAZOR COMPANY	02/28/2005

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, as First Lien Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 43

Property Type	Number
Patent Number:	D416647
Patent Number:	D370305
Patent Number:	D402367
Patent Number:	D410542
Patent Number:	D404486
Patent Number:	5628759
Patent Number:	4706385
Patent Number:	5309641
Patent Number:	5417704
Patent Number:	5551155
Patent Number:	5524347
Patent Number:	5590468
Patent Number:	5347714
Patent Number:	6276062
Patent Number:	6378211

CH \$1720.00 D416647

Patent Number:	D478281
Patent Number:	6412176
Patent Number:	D451642
Patent Number:	6438849
Patent Number:	4735312
Patent Number:	D444368
Patent Number:	D457269
Patent Number:	D476113
Patent Number:	D454413
Patent Number:	D486266
Patent Number:	D484275
Patent Number:	D345821
Patent Number:	D327125
Patent Number:	D327139
Patent Number:	D325653
Patent Number:	4833779
Patent Number:	4901437
Patent Number:	5016353
Patent Number:	4858323
Application Number:	10821185
Application Number:	60555962
Application Number:	60461811
Application Number:	29207041
Application Number:	29207043
Application Number:	29207042
Application Number:	60603561
Application Number:	29208663
Application Number:	29208665

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@t-t.com
Correspondent Name: Christine Wilson
Address Line 1: 1750 K Street, NW
Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:

CHRISTINE WILSON

Total Attachments: 9

source=csc - am safety - ubs patent#page1.tif
source=csc - am safety - ubs patent#page2.tif
source=csc - am safety - ubs patent#page3.tif
source=csc - am safety - ubs patent#page4.tif
source=csc - am safety - ubs patent#page5.tif
source=csc - am safety - ubs patent#page6.tif
source=csc - am safety - ubs patent#page7.tif
source=csc - am safety - ubs patent#page8.tif
source=csc - am safety - ubs patent#page9.tif

Patent Security Agreement

Patent Security Agreement, dated as of February 28, 2005, by AMERICAN SAFETY RAZOR COMPANY (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent") and Second Lien Collateral Agent (in such capacity, the "Second Lien Collateral Agent") pursuant to the Credit Agreement (the First Lien Collateral Agent and the Second Lien Collateral Agent, collectively, the "Collateral Agents").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement dated April 29, 2004 herewith (the "Security Agreement") in favor of the Collateral Agents pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, the Pledgor hereby agrees with each Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interests in Patent Collateral. The Pledgor hereby pledges and grants to each Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto (including all foreign counterparts); and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agents pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agents with respect to the security interest in the Patents 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agents shall otherwise reasonably determine with the consent of the Pledgor, which consent shall not be unreasonably delayed or withheld.

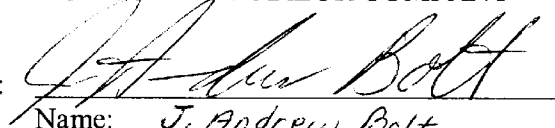
SECTION 4. Termination. Upon the full performance of the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the Collateral Agents shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor 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,

AMERICAN SAFETY RAZOR COMPANY

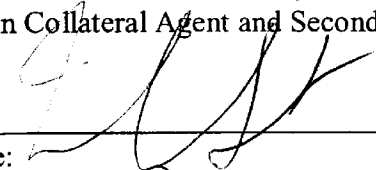
By: 

Name: *J. Andrew Bolt*


Title: *Chief Financial Officer*

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as First Lien Collateral Agent and Second Lien Collateral Agent

By: 
Name: _____
Title: _____

Wilfred V. Saint
Director
Banking Products
Services, US

By: 
Name: _____
Title: _____
Joselin Fernandes
Associate Director
Banking Products
Services, US

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

See attached.

ASR ACTIVE PATENT PORTFOLIO

New US Patents

FileDate	Title	AppNum	PatNum	IssDate	Status	Country
10/16/1998	RAZOR HANDLE (WOMEN'S MBC)	29/095,170	D416647	11/16/1999	Granted	US
5/9/1995	RAZOR HANDLE	29/038,610	D370305	5/28/1996	Granted	US
7/18/1996	FLEXIBLE SURGICAL RAZOR	29/056,285	D402367	12/8/1998	Granted	US
7/18/1996	FLEXIBLE SURGICAL RAZOR	29/056,287	D410542	6/1/1999	Granted	US
7/18/1996	FLEXIBLE SURGICAL RAZOR	29/056,286	D404486	1/19/1999	Granted	US
9/29/1994	FLEXIBLE SURGICAL RAZOR	08/313,597	5628759	5/13/1997	Granted	US
2/28/1986	ONE PIECE RAZOR BALDE HOLDER	06/834,521	4706385	11/17/1987	Granted	US
12/8/1992	DISPOSABLE SURGICAL SCALPEL	07/986,741	5309641	5/10/1994	Granted	US
12/20/199	DISPOSABLE SURGICAL SCALPEL	08/169,040	5417704	5/23/1995	Granted	US
5/23/1994	MOVEABLE BLADE SHAVING	08/247,225	5551155	9/3/1996	Granted	US
7/13/1994	MOVEABLE	08/274,456	5524347	6/11/1996	Granted	US

File Date	Title	App Number	Pat Number	Iss Date	Status	Country
	BLADE SHAVING					
6/7/1995	MOVEABLE BLADE SHAVING	08/472,294	5590468	1/7/1997	Granted	US
2/18/1993	MOVEABLE BLADE SHAVING	08/019,290	5347714	9/20/1994	Granted	US
4/14/1998	TRIPLE BLADE SAFETY RAZOR	09/059,289	6276062	8/21/2001	Granted	US
9/24/1998	VIRTUAL GUARD TWIN BLADE	09/161,422	6378211	4/30/2002	Granted	US
2/10/2000	RAZOR CARTRIDGE PACKAGE	29/118,420	D478281	8/12/2003	Granted	US
8/28/2000	RAZOR CARTRIDGE WITH DIMPLED	09/650,628	6412176	7/2/2002	Granted	US
7/6/2000	RAZOR AND CADDY	29/126,055	D451642	12/4/2001	Granted	US
3/22/2001	AUTOMATIC SPRING	09/814,107	6438849	8/27/2002	Granted	US
8/18/1987	RAZOR PACKAGING	07/086,481	4735312	4/5/1988	Granted	US
5/12/2000	RETRACTABLE UTILITY KNIFE	29/123,144	D444368	7/3/2001	Granted	US
9/6/2001	CURVED CORNER RAZOR BLADE	29/147,722	D457269	5/14/2002	Granted	US
4/10/2002	MAN'S RAZOR	29/158,746	D476113	6/17/2003	Granted	US
12/11/2000	HANDLE FOR A WOMAN'S RAZOR	29/133,874	D454413	3/12/2002	Granted	US
10/21/2000	COMBINATION RAZOR	29/169,426	D486266	2/3/2004	Granted	US

31026798_V5.RTF

FileDate	Title	AppInumb	PatNumbe	IssDate	Status	Country
	HANDLE					
4/18/2002	RAZOR END LOCKS	29/159,248	D484275	12/23/200	Granted	US
4/9/2004	SHAVING RAZOR WITH AN INTERCON	10/821,185			Pending	US
3/25/2004	SHREK (2ND PROV. APPLN)	60/555,962			Pending	US
4/11/2003	SHAVING RAZOR WITH AN INTERCON	60/461,811			Pending	US
6/9/2004	BIKINI RAZOR	29/207,041			Pending	US
6/9/2004	RAZOR WITH PROTECTIVE CAP	29/207,043			Pending	US
6/9/2004	BIKINI RAZOR LUBE BAR	29/207,042			Pending	US
8/24/2004	BIKINI RAZOR	60/603,561			Pending	US
7/2/2004	SURGICAL PREP RAZOR WITH	29/208,663			Pending	US
7/2/2004	SURGICAL PREP RAZOR	29/208,665			Pending	US
2/14/1992	Razor blade handle	07/835,671	D345,821	4/5/1994	Granted	US
4/20/1988	Surgical scalpel handle	07/184,033	D327,125	6/16/1992	Granted	US
2/5/1990	Razor handle	07/475,242	D327,139	6/16/1992	Granted	US
2/5/1990	Razor handle	07/475,241	D325,653	4/21/1992	Granted	US
6/30/1987	Platform handle and shield for	07/067,800	4,833,779	5/30/1989	Granted	US

31026798_V5.RTF

FileDate	Title	AppINumb	PatNumbe	IssDate	Status	Country
5/25/1984	safety razor Razor head and method of manufacture	06/614,234	4,901,437	2/20/1990	Granted	US
2/19/1986	Suture cutter	06/830,873	5,016,353	5/21/1991	Granted	US
10/15/1987	Integrally backed single blade edge razor blade	07/108,628	4,858,323	8/22/1989	Granted	US