

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

First Lien Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
American Safety Razor Company, LLC	07/31/2006

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, as collateral agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 112

Property Type	Number
Patent Number:	D345821
Patent Number:	D327125
Patent Number:	D327139
Patent Number:	4833779
Patent Number:	4901437
Patent Number:	5016353
Patent Number:	D389955
Patent Number:	D416109
Patent Number:	D416647
Patent Number:	D393929
Patent Number:	D392416
Patent Number:	D370741
Patent Number:	D370305
Patent Number:	D380866
Patent Number:	D378623

PATENT

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Patent Number:	D428532
Patent Number:	D414897
Patent Number:	D409799
Patent Number:	D419722
Patent Number:	D415316
Patent Number:	D392738
Patent Number:	D410542
Patent Number:	D404486
Patent Number:	D402367
Patent Number:	5624451
Patent Number:	5628759
Patent Number:	5674234
Patent Number:	4823457
Patent Number:	5299357
Patent Number:	5309641
Patent Number:	5417704
Patent Number:	D449710
Patent Number:	5551155
Patent Number:	5590468
Patent Number:	5524347
Patent Number:	5341571
Patent Number:	6473970
Patent Number:	6026575
Patent Number:	4599793
Patent Number:	5517760
Patent Number:	5347714
Patent Number:	4972968
Patent Number:	4996772
Patent Number:	6276062
Patent Number:	6266884
Patent Number:	6430818
Patent Number:	6378211
Patent Number:	6568084
Patent Number:	D430487
Patent Number:	D478281

Patent Number:	6131287
Patent Number:	6412176
Patent Number:	D431680
Patent Number:	D451642
Patent Number:	6263577
Patent Number:	6438849
Patent Number:	6334254
Patent Number:	6223439
Patent Number:	4735312
Patent Number:	D434654
Patent Number:	D428203
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Patent Number:	D441910
Patent Number:	6598301
Patent Number:	D474668
Patent Number:	D452348
Patent Number:	D449709
Patent Number:	D457269
Patent Number:	D449992
Patent Number:	D453679
Patent Number:	D458709
Patent Number:	D476113
Patent Number:	D457684
Patent Number:	D454413
Patent Number:	D464172
Patent Number:	D475484
Patent Number:	D472017
Patent Number:	D501954
Patent Number:	D466649

Patent Number:	D426866
Patent Number:	D458105
Patent Number:	D458410
Patent Number:	D499210
Patent Number:	D490569
Patent Number:	D467387
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Patent Number:	6854188
Patent Number:	D509025
Patent Number:	D509322
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Patent Number:	D522382
Patent Number:	D484275
Patent Number:	D467388
Patent Number:	D436801
Patent Number:	6070724
Application Number:	10418318
Application Number:	29207042
Application Number:	29208663
Application Number:	29240956
Application Number:	29225828
Application Number:	29225813
Application Number:	29225811
Application Number:	29240684
Application Number:	29240679
Application Number:	29241274
Application Number:	29240678

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Address Line 4: Albany, NEW YORK 12207

PATENT

REEL: 018120 FRAME: 0233

NAME OF SUBMITTER:

Christine Wilson

Total Attachments: 9

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First Lien Patent Security Agreement

Patent Security Agreement, dated as of July 31, 2006, by AMERICAN SAFETY RAZOR COMPANY, LLC, a Delaware corporation, (the "Borrower") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," and together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, Pledgors are party to a First Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the applicable Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the 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. Each Pledgor hereby pledges and grants to the 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 such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; 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 Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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 Agent 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 Agent

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, each Pledgor has caused this First Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

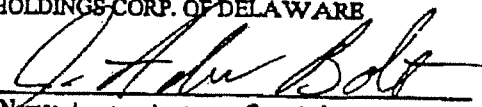
AMERICAN SAFETY RAZOR COMPANY, LLC

By: 

Name: J. Andrew Bolt

Title: Executive Vice President

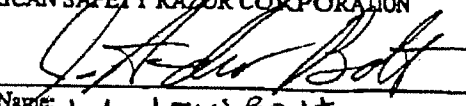
RSA HOLDINGS CORP. OF DELAWARE

By: 

Name: J. Andrew Bolt

Title: Vice President

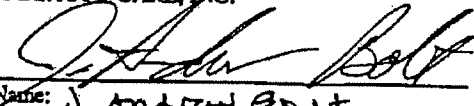
AMERICAN SAFETY RAZOR CORPORATION

By: 

Name: J. Andrew Bolt

Title: Vice President

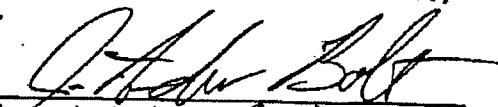
MEGAS BEAUTY CARE, INC.

By: 

Name: J. Andrew Bolt

Title: Vice President

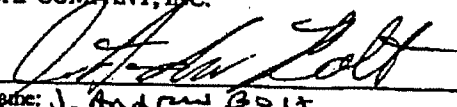
PERSONNA INTERNATIONAL DE PUERTO RICO,
INC.

By: 

Name: J. Andrew Bolt

Title: Vice President

RSA SOAP COMPANY, INC.

By: 

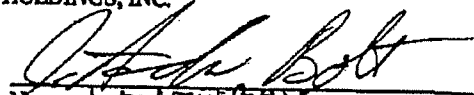
Name: J. Andrew Bolt

Title: Vice President

[First Lien Patent Security Agreement]

ASR HOLDINGS, INC.

By:


Name: J. Andrew Bolt
Title: Vice President

[First Lien Patent Security Agreement]

TITLE	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE	ASSIGNEE
Flexible Surgical Razor	D402,367	7/18/1996	12/8/1998	ASR
Flexible Blade for Removing Skin Lesions	5,624,451	10/6/1994	4/29/1997	ASR
Flexible Surgical Razor	5,628,759	9/29/1994	5/13/1997	ASR
Flexible Surgical Razor	5,674,234	1/13/1995	10/7/1997	ASR
Disposable Surgical Scalpel	4,823,457	4/20/1998	4/25/1989	ASR
Disposable Surgical Scalpel with Safety Guard	5,299,357	12/18/1991	4/5/1994	ASR
Disposable Surgical Scalpel with Safety Guard	5,309,641	12/8/1992	5/10/1994	ASR
Disposable Surgical Scalpel with Safety Guard	5,417,704	12/20/1993	5/23/1995	ASR
Safety Razor	D449,710	7/24/1998	10/23/2001	ASR
Moveable Blade Shaving Cartridge with Coated Retaining Clips/Conditioning Bar	5,551,155	5/23/1994	9/3/1996	ASR
Moveable Blade Shaving Cartridge with Coated Retaining Clips/Conditioning Bar	5,590,468	6/7/1995	1/7/1997	ASR
Moveable Blade Shaving Cartridge with Coated Retaining Clips/Conditioning Bar	5,524,347	7/13/1994	6/11/1996	ASR
Moveable Blade Shaving Cartridge with Coated Retaining Clips/Conditioning Bar	5,341,571	4/16/1993	8/30/1994	ASR
Triple Blade Razor Cartridge and Handle	6,473,970	3/30/1998	11/5/2002	ASR
Metal Carpet Knife	6,026,575	7/30/1998	2/22/2002	ASR
Razor Connector	4,599,793	5/23/1984	7/15/1986	ASR
Movable Shaving Cartridge	5,517,760	6/23/1993	5/21/1996	ASR
Movable Shaving Cartridge	5,347,714	2/18/1993	9/20/1994	ASR
Two-Piece Dispenser for ... Blades	4,972,968	7/25/1989	11/27/1990	ASR
Shield for Safety Razor with Lubrication Strip	4,996,772	8/8/1989	3/5/1991	ASR
Triple Blade Safety Razor	6,276,062	4/14/1998	8/21/2001	ASR
Triple Blade Safety Razor	6,266,884	2/3/1999	7/31/2001	ASR
Shaving Cartridge	6,430,818	4/14/1998	8/13/2002	ASR
Virtual Guard Twin Blade Razor Cartridge	6,378,211	9/24/1998	4/30/2002	ASR
Virtual Guard Twin Blade Razor Cartridge	6,568,084	6/21/2001	5/27/2003	ASR
Razor Cartridge Package	D430,487	4/30/1998	9/5/2000	ASR

ITEM #	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE	ASSIGNED
Razor Cartridge Package	D478,281	4/30/1998	9/5/2000	ASR
Razor Cartridge with Dimpled Blade Guard	6,131,287	5/25/1999	10/17/2000	ASR
Razor Cartridge with Dimpled Blade Guard	6,412,176	8/28/2000	7/2/2002	ASR
Razor and Caddy - Razor - 271 Case Razor and Caddy Combination - 237 Case	D431,680	8/2/1999	10/3/2000	ASR
Razor and Caddy - Razor - 271 Case Razor and Caddy Combination - 237 Case	D451,642	7/6/2000	12/4/2001	ASR
Automatic Spring Retractable Utility Knife	6,263,571	6/2/1999	7/24/2001	ASR
Automatic Spring Retractable Utility Knife	6,438,849	3/22/2001	8/27/2002	ASR
Wide Blade Scraper	6,334,254	7/30/1999	1/1/2002	ASR
Utility Knife with Quarter Turn Knob	6,223,439	7/30/1999	5/1/2001	ASR
186 - Utility Knife with Quick Action Quarter-Turn Connector				
Razor Packaging	4,735,312	8/18/1987	4/5/1988	ASR
Package with Holographic Image Generating Decal	D434,654	4/7/1999	12/5/2000	ASR
Razor Handle (Triflex)	D428,203	5/28/1999	7/1/2000	ASR
Retractable Utility Knife	D424,907	5/7/1999	5/16/2000	ASR
Retractable Utility Knife	D444,368	5/12/2000	7/3/2001	ASR
Knife Handle	D436,801	5/12/1999	1/30/2001	ASR
Utility Blade Dispenser	4,789,080	4/23/1986	12/6/1988	ASR
Single Edge Scraper	D467,395	8/7/2000	12/17/2002	ASR
Single Piece Spring Clip for Razor	6,421,925	6/1/2000	7/23/2002	ASR
Safety Razor Handle	D439,015	3/17/2000	3/13/2001	ASR
Clamshell Packaging for Safety Razor	D453,901	6/1/2000	2/26/2002	ASR
Razor Handle	D441,910	4/19/2000	5/8/2001	ASR
Multi-Purpose Razor Blade Tool	6,598,301	5/31/2001	7/29/2003	ASR
Razor Blade Tool	D474,668	7/17/2000	5/20/2003	ASR
Disposable Razor	D452,348	8/7/2000	12/18/2001	ASR
Curved Corner Razor Blade	D449,709	9/26/2000	10/23/2001	ASR
Curved Corner Razor Blade	D457,269	9/6/2001	5/14/2002	ASR
Product Display Card	D449,992	11/15/2000	11/6/2001	ASR

TITLE	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE	ASSIGNEE
Resealable Bags	D453,679	11/15/2000	2/19/2002	ASR
Man's Razor	D458,709	10/25/2000	6/11/2002	ASR
Man's Razor	D476,113	4/10/2002	6/17/2003	ASR
Woman's Razor	D457,684	10/25/2000	5/21/2002	ASR
Handle for a Woman's Razor	D454,413	12/11/2000	3/12/2002	ASR
Handle for a Woman's Razor	D464,172	1/23/2002	10/8/2002	ASR
Razor Handle	D475,484	6/7/2001	6/3/2003	ASR
Razor Cartridge Having a Dual Purpose Soap Bar	D472,017	6/7/2001	3/18/2003	ASR
Razor Cartridge Having a Dual Purpose Soap Bar	D501,954	2/20/2003	2/15/2005	ASR
Combination Razor Handle and Razor Cartridge Having a Dual Purpose Soap Bar; Combination Razor Handle and Razor Cartridge Having a Soap Bar -- Case 317	D466,649	6/7/2001	12/3/2002	ASR
Combination Razor Handle and Razor Cartridge Having a Dual Purpose Soap Bar; Combination Razor Handle and Razor Cartridge Having a Soap Bar -- Case 317	D486,266	10/21/2002	2/3/2004	ASR
Razor Blade Tool	D458,105	3/28/2001	6/4/2002	ASR
Razor Handle	D458,410	8/29/2001	6/4/2002	ASR
Combination Razor Handle and Blade	D499,210	8/29/2001	11/30/2004	ASR
Razor Cartridge Overcap	D490,569	12/6/2001	5/25/2004	ASR
Prep Razor w/Protective Cover	D467,387	2/8/2002	12/17/2002	ASR
Fins Handle with the Wings	D476,772	8/29/2002	7/1/2003	ASR
One Piece Spring for Razor Handle	6,854,188	10/24/2002	2/15/2005	ASR
Razor	D509,025	6/9/2004	8/30/2005	ASR
Razor with Protective Cap	D509,322	6/9/2004	9/6/2005	ASR
Surgical Prep Razor	D513,540	7/2/2004	1/10/2006	ASR
Dispenser for Razor Cartridge and Interconnect (Shrek 5)	D522,382	3/29/2005	6/6/2006	ASR
Razor Cartridge End Lock	D484,275	4/18/2002	12/23/2003	ASR
Razor Handle	D467,388	11/26/2001	12/17/2002	ASR
Knife Handle	D436,801	5/12/1999	1/30/2001	ASR
Package with Holographic Image Generating Decal	6,070,724	4/7/1999	6/6/2000	ASR

Patent Applications:

TITLE	APPLICATION NUMBER	FILING DATE	ASSIGNEE
Razor with Cantilevered Spring Fingers (336) Triflex/MBC Disposable Razor with Springs	10/418,318	4/18/2003	ASR
Bikini Razor Lube Bar	29/207,042	6/9/2004	ASR
Surgical Prep Razor with Teeth	29/208,663	7/2/2004	ASR
Vibrating Razor Handle	29/240,956	10/21/2005	ASR
Pivoting Razor with Interconnect	29/225,828	3/22/2005	ASR
Razor Handle (Shrek 5)	29/225,813	3/22/2005	ASR
Razor Cartridge with Interconnect and Handle	29/225,811	3/22/2005	ASR
Men's Razor Handle	29/240,684	10/18/2005	ASR
Women's Razor Handle (Mystique)	29/240,679	10/18/2005	ASR
Shaving Razor Tray	29/241,274	10/24/2005	ASR
Shaving Razor Tray	29/240,678	10/18/2005	ASR

SCHEDULE II
to
PATENT SECURITY AGREEMENT
ORIGINAL GUARANTORS

NAME	ADDRESS
RSA Holdings Corp. of Delaware	c/o J.W. Childs Equity Partners II, L.P. 111 Huntington Avenue Suite 2900 Boston, MA 02199-7160
ASR Holdings, Inc.	c/o American Safety Razor Company One Razor Blade Lane Verona, VA 24482-0979
American Safety Razor Corporation	c/o American Safety Razor Company One Razor Blade Lane Verona, VA 24482-0979
Personna International de Puerto Rico, Inc.	c/o Industrias Manufactureras ASR de Puerto Rico, Inc. Road #3 Km 23.7 Las Flores Industrial Park Rio Grande, Puerto Rico 00745-1689
RSA Soap Company, Inc.	c/o American Safety Razor Company One Razor Blade Lane Verona, VA 24482-0979
Megas Beauty Care, Inc.	c/o American Safety Razor Company One Razor Blade Lane Verona, VA 24482-0979