

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Security Agreement-Second Lien

CONVEYING PARTY DATA

Name	Execution Date
Ascendia Brands, Inc.	02/09/2007
Hermes Acquisition Company I LLC	02/09/2007
Cenuco, Inc.	02/09/2007
Ascendia Brands Co., Inc.	02/09/2007
Lander Co., Inc.	02/09/2007
Lander Intangibles Corporation	02/09/2007
Ascendia Real Estate LLC	02/09/2007

RECEIVING PARTY DATA

Name:	Watershed Administrative, LLC, as Administrative Agent
Street Address:	One Maritime Plaza
Internal Address:	Suite 1525
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111

Name:	Wells Fargo Foothill, Inc., As Collateral Agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108

PROPERTY NUMBERS Total: 28

Property Type	Number
Patent Number:	D413807
Patent Number:	D414117
Patent Number:	D416805

PATENT

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REEL: 018875 FRAME: 0772

OP \$1120.00 D413807

Patent Number:	6780825
Patent Number:	6296540
Patent Number:	D408290
Patent Number:	D420573
Patent Number:	D439287
Patent Number:	D424136
Patent Number:	D446558
Patent Number:	D449862
Patent Number:	D449660
Patent Number:	D449661
Patent Number:	D470901
Patent Number:	D465817
Patent Number:	D362963
Patent Number:	6579513
Patent Number:	D470270
Patent Number:	5354564
Patent Number:	5147634
Patent Number:	5034219
Patent Number:	D426710
Application Number:	10710052
Application Number:	11102579
PCT Number:	US0613094
Application Number:	11102583
PCT Number:	US0613481
Application Number:	11176697

#### CORRESPONDENCE DATA

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-951-8000  
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 Correspondent Name: Eileen Sullivan  
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 Address Line 2: 150 Federal Street  
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	PAT 2D
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NAME OF SUBMITTER:

Serge Sira

Total Attachments: 12

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## EXECUTION

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 9th day of February, 2007, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), WELLS FARGO FOOTHILL, INC., in its capacity as collateral agent for the Lender Group and the Administrative Agent (together with its successors and assigns in such capacity, "Collateral Agent") and WATERSHED ADMINISTRATIVE, LLC, in its capacity as administrative agent for the Lender Group (together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, the "Agents").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Ascendia Brands, Inc., a Delaware corporation ("Parent"), its subsidiaries signatory thereto as Borrowers (collectively with Parent, "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), Collateral Agent and Administrative Agent, the Lender Group is willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Collateral Agent and Administrative, for the benefit of the Lender Group, that certain Security Agreement of even date herewith (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, Grantors are required to execute and deliver to Collateral Agent and Administrative Agent, for the benefit of the Lender Group, 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, each 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 Security Agreement or, if not defined therein, the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group and the Administrative Agent, a continuing security interest in all of such 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 Intellectual Property 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 any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

NY389883.4/1839-00631

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lender Group, the Administrative Agent or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group and the Administrative Agent, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent and Administrative Agent 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent and Administrative Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent and Administrative Agent each unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any

requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. INTERCREDITOR AGREEMENT Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Patent Security Agreement, the exercise of any right or remedy with respect hereto, and certain of the rights of the Collateral Agent, Lender Group and Administrative Agent hereof are subject to the provisions of the Intercreditor Agreement dated as of February 9, 2007, (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between Wells Fargo Foothill, Inc., as First Lien Agent, Wells Fargo Foothill, Inc. , as Second Lien Collateral Agent and Watershed Administrative, LLC, as Second Lien Administrative Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

**GRANTORS:**

**ASCENDIA BRANDS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Joseph A. Falsetti  
Title: President & Chief Executive Officer

**HERMES ACQUISITION COMPANY I LLC,**  
a Delaware limited liability company

By: Ascendia Brands, Inc., as Manager  
By: \_\_\_\_\_  
Name: Joseph A. Falsetti  
Title: President & Chief Executive Officer

**CENUCO, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Name: Robert Plow  
Title: President

**ASCENDIA REAL ESTATE LLC,**  
a New York limited liability company

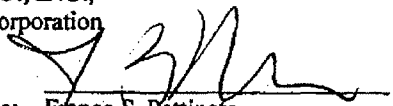
By: Hermes Acquisition Company I LLC, as Manager  
By: Ascendia Brands, Inc., as Manager  
By: \_\_\_\_\_  
Name: Joseph A. Falsetti  
Title: President & Chief Executive Officer

**ASCENDIA BRANDS CO., INC.,**  
a New Jersey corporation

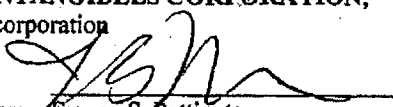
By: \_\_\_\_\_  
Name: Joseph A. Falsetti  
Title: President & Chief Executive Officer

[Signature Page to Second Lien Patent Security Agreement]

**LANDER CO., INC.,**  
a Delaware corporation

By:   
Name: Franco S. Pettinato  
Title: Chief Licensing & Technology Officer

**LANDER INTANGIBLES CORPORATION,**  
a Delaware corporation

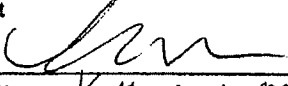
By:   
Name: Franco S. Pettinato  
Title: Chief Licensing & Technology Officer

[Signature Page to Second Lien Patent Security Agreement]



**COLLATERAL AGENT:**

**WELLS FARGO FOOTHILL, INC., as Collateral Agent**

By:   
Name: Katherine L. McDonald  
Title: VP, Underwriter

**ADMINISTRATIVE AGENT:**

**WATERSHED ADMINISTRATIVE, LLC., as Administrative Agent**

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

[Signature Page to Second Lien Patent Security Agreement]

**COLLATERAL AGENT:**

**WELLS FARGO FOOTHILL, INC.,** as Collateral Agent

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

**ADMINISTRATIVE AGENT:**

**WATERSHED ADMINISTRATIVE, LLC.,** as Administrative Agent By: *Watershed Asset Management, L.L.C., its member.*  
By: *[Signature]*  
Name: *Meridice A. Moore*  
Title: *Senior Managing Member*

[Signature Page to Second Lien Patent Security Agreement]

**PATENT**

**REEL: 018875 FRAME: 0781**

**SCHEDULE 1**

**Patents Owned by Lander Co., Inc.**

<b><u>Country</u></b>	<b><u>Patent Title</u></b>	<b><u>Appl./Reg. No.</u></b>
United States	BOTTLE	D413807
United States	COMBINED BOTTLE AND CAP (AS AMENDED)	D414117
United States	BOTTLE	D416805

**Patents Owned by Lander Intangibles Corporation**

<b><u>Country</u></b>	<b><u>Patent Title</u></b>	<b><u>Appl./Reg. No.</u></b>
United States	CLEANSING COMPOSITIONS WITH MILK PROTEIN AND AROMA THERAPY	6,780,825
United States	CONTAINER, CHARACTER TOY AND TOY COMBINATION	6,296,540
United States	MR. BUBBLE LARGE BOTTLE	D408290
United States	BOTTLE	D420573
United States	CHARACTER TOY -SPACE HEAD	D439287
United States	CHARACTER TOY	D424136
United States	CHARACTER TOY - COWBOY HAT	D446558
United States	TOY FIGURE-SANTA MR. BUBBLE	D449862
United States	TOY FIGURE-REINDEER MR. BUBBLE	D449660
United States	TOY FIGURE-MR. BUBBLE WITH SKIS	D449661
United States	TOY FIGURE-EASTER FIGURE	D470901
United States	WITCH FIGURE TOY	D465817
United States	TOOTHBRUSH HANDLE	D362963
United States	HYGIENE MOUTHSPRAY COMPOSITION	6,579,513
United States	COMB ATTACHMENT FOR A DISPENSER	D470270
United States	PERSONAL CARE COMPOSITIONS	5,354,564

**Patents Owned by Lander Intangibles Corporation**

<b><u>Country</u></b>	<b><u>Patent Title</u></b>	<b><u>Appl. /Reg. No.</u></b>
United States	HEAT GENERATING PERMANENT WAVING COMPOSITIONS	5,147,634
United States	PRE-PERM HAIR CONDITIONER	5,034,219
United States	REPEATING PATTERN FOR AN EMBOSSSED WIPE OR SIMILAR ARTICLE	D426710
Canada	CLEANSING COMPOSITIONS WITH MILK PROTEIN AND AROMA THERAPY	2,478,789
Canada	PEARLIZED CLEANSER COMPOSITIONS WITH MILK PROTEIN AND AROMATHERAPY AND METHOD	2,483,801
Canada	LOTION COMPOSITIONS	2,478,348
Canada	CONTAINER, CHARACTER TOY AND TOY COMBINATION	2,279,618
Canada	HYGIENE MOUTHSPRAY COMPOSITION	2,415,518
Canada	PERSONAL CARE COMPOSITIONS	2,111,758
Mexico	CLEANSING COMPOSITIONS WITH MILK PROTEIN AND AROMA THERAPY	PA/a/2004/008819
Mexico	LOTION COMPOSITIONS	PA/a/2004/008818

**Patents Acquired from Coty S.A.S.**

<b><u>Country</u></b>	<b><u>Patent Title</u></b>	<b><u>Appl./Reg. No.</u></b>
United States	CLEANSING FOAMING LOTION	10/710,052
Canada	CLEANSING FOAMING LOTION	2,508,310
Europe (EPO)	CLEANSING FOAMING LOTION	5253227.2
United States (CIP)	CLEANSING FOAMING SUNSCREEN LOTION	11/102,579
WIPO (PCT)	CLEANSING FOAMING SUNSCREEN LOTION	PCT/US2006/013094
United States (CIP)	DEODORANT BODY WASH AND LOTION	11/102,583
WIPO (PCT)	DEODORANT BODY WASH AND LOTION	PCT/US2006/013481
United States (CIP)	CLEANSING FOAMING LOTION	11/176,697

**Patent Intellectual Property Licenses**

None