FORM PTO-1618A Expires 06/30/99 OMB 0651-0027	Г	07-19-2001	٦	U.S. Department of Commerce Patent and Trademark Office
7.12.0) F. Ti	101782740 RADEMARKS ONL	ET Y	TRADEMARK
TO: The Commiss	sioner of Patents and Trademari	ks: Please record the attach	ed original document(s) o	r copy(les).
Submission Ty New Resubmission Document ID	(Non-Recordation) # TO Error	Conveyance Type Assignment Security Agreement Merger Change of Name	License Nunc Pi	
Reel #	Frame #			
Corrective Doc	ument			
Reel #	Frame #	Other		
Conveying Par	ty 🛛 🛦	Mark if additional names of co	onveying parties attached	Execution Date
Name	American Safety Razor Compar			Month Day Year April 23, 1999
Formerly				
Individual	General Partnership	Limited Partnership	Corporation	Association
Other				
Citizenship/Sta	te of Incorporation/Organization	1	Delaware	
RECEIVING PA	ARTY	Mark if additional	names of receiving partie	s attached
Name	Nationsbank, N.A.			
DBA/AKA/TA				
Composed of				
Address (line 1)	100 North Tryon Street			
Address (line 2)	7 th Floor			
Address (line 3)	Charlotte City		orth Carolina state/Country	28255 Zip Code
Individual [General Partnership	Limited Partnership	If document to be recorded is receiving party is not domic appointment of a domestic reattached. (Designation mus	iled in the United States, an epresentative should be
Corporation	Association		from Assignment.)	
Other	National Association	on		
Citizenship/Sta	te of incorporation/Organization	1		
	7 1284048 F	OR OFFICE USE ONLY	,	
181 162	40.00 DP /			
gathering the data needed to D.C. 20231 and to the Office	is collection of information is estimated to ave complete the Cover Shøet. Send comments of Information and Regulatory Affairs, Office Package 0651-0027, Patent and Trademark A	regarding this burden estimate to the U.S of Management and Budget, Paperwork I	 Patent and Trademark Office, Chi- Reduction Project (0651-0027), Was 	ef Information Officer, Washington, hington, D.C. 20503. See OMB

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

Page 2 Page 2 Page 1 Page 2 Page 2 Page 2 Page in an Tracement Office Tracement Offic	Γ	_		U.S. Department of Commerce
Name Address (line 1) Address (line 2) Address (line 3) Address (line 4) Address (line 4) Address (line 4) Address (line 4) Address (line 5) Address (line 6) Address (line 6) Address (line 6) Address (line 7) Address (line 7) Address (line 7) Address (line 7) Address (line 8) Address (line 9) Addres	Expires 06/30/99	3	Page 2	Patent and Trademark Office
Address (line 1) Address (line 2) Address (line 3) Address (line 4) Correspondent Name and Address Name David M. Klein Address (line 4) Address (line 3) Address (line 1) Address (line 3) Fee Liter the total number of pages of the attached conveyance document Including any attachments. Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property). Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property). Trademark Application Number (S) Registration Number(s) Registration Number(s) Registration Number(s) Registration Number(s) 1.284.048 2.281,024 2.246,883 1.525.277 Number of Properties Enter the total number of properties involved. \$ 4 Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 115.00 Number of Payment: Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: Authorization to charge additional fees: Yes No 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.	Domestic Repre	esentative Name and A	ddress Enter for	the first Receiving Party only.
Address (line 2) Address (line 3) Address (line 3) Address (line 4) Correspondent Name and Address	Name			
Address (line 3) Address (line 4) Correspondent Name and Address Area Code and Telephone Number 212-848-4882 Name David M. Klein Address (line 1) Shearman & Sterling Address (line 2) S98 Lexington Avenue Address (line 4) Pages Enter the total number of pages of the attached conveyance document including any attachments. Trademark Application Number(s) or Registration Number (D NOT ENTER BOTH numbers for the same property). Trademark Application Number (gr the Registration Number (DO NOT ENTER BOTH numbers for the same property). Trademark Application Number (1,284,048 2,291,024 2,246,683 1,525,277 1,284,048 2,291,024 2,246,683 1,525,277 1	Address (line 1)		•	
Address (line 4) Correspondent Name and Address	Address (line 2)			
Correspondent Name and Address Name David M. Klein	Address (line 3)			
Name David M. Klein Address (line 1) Shearman & Sterling Address (line 2) 559 Lexington Avenue Address (line 3) New York, New York 10022 Address (line 4) Pages Enter the total number of pages of the attached conveyance document including any attachments. Frademark Application Number(s) or Registration Number(s) Trademark Application Number of the Registration Number (DO NOT ENTER BOTH numbers for the same property). Trademark Application Number(s) Trademark Application Number(s) Registration Number(s) Registration Number(s) 1,284,048 2,291,024 2,246,683 1,525,277 Registration Number(s) Number of Properties Enter the total number of properties involved. # 4 Fee Amount Method of Payment: Enclosed Deposit Account Deposit Account Center for payment by deposit account or if additional sees can be charged to the account.) Deposit Account Number: # 50-0324 Authorization to charge additional fees: Yes No 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.	Address (line 4)			
Address (line 1) Sheaman & Sterling Address (line 2) 599 Lexington Avenue Address (line 3) New York, New York 10022 Address (line 4) Pages	Correspondent	Name and Address	Area Code and Telephone Numb	er 212-848-4882
Address (line s) Se9 Lexington Avenue	Name Davi	d M. Klein		
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			Signature	

FORM PTO- Expires 06/30/99 OMB 0651-0027	RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Conveying Enter Additional	Party Conveying Party Mark if additional names of conveying parties attached	Execution Date Month Day Year
Name	RSA Holdings Corp	April 23, 1999
Formerly		
Individual	General Partnership Limited Partnership Corporation	Association
Other		
	/State of Incorporation/Organization Delaware	
RECEIVING Enter Additional	PARTY Mark if additional names of receiving parties	s attached
Nar	ne	
DBA/AKA/	ГА	
Composed	of	
Address (Line	1)	
Address (Line	2)	
Address (Line	3) City State/Country	Zip Code
Individual Corporation	General Partnership Limited Partnership If document to be record the receiving party is not States, an appointment or representative should be must be a separate document to be record the receiving party is not states.	domiciled in the United f a domestic attached. (Designation
Other	Assignment.)	ment nom are
Citizenship	/State of Incorporation/Organization	
	Application Number(s) or Registration Number(s) Mark If add Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the sai	itional numbers attached
Trac	demark Application Number(s) Registration Num	nber(s)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated April 23, 1999, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of NationsBank, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, American Safety Razor Company, a Delaware corporation, has entered into a Credit Agreement dated as of April 23, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with RSA Holdings Corp., a Delaware corporation, RSA Acquisition Corp., a Delaware corporation, the Lender Parties party thereto, NationsBank, N.A., as the initial issuing bank, DLJ Capital Funding, Inc. as syndication agent, DLJ Capital Funding, Inc. and NationsBanc Montgomery Securities LLC, as coarrangers and the Administrative Agent, as administrative and collateral agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Bank Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement made by the Grantors to the Administrative Agent dated April 23, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

American Safety Razor Security Agreement NYDOCS03/459905

- (i) The United States, international, and foreign patents, patent applications, and patent licenses set forth on Exhibit A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");
- (ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit B hereto (the "*Trademarks*");
- (iii) The copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth on Exhibit C hereto (the "*Copyrights*");
- (iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
 - (v) any and all proceeds of the foregoing.
- SECTION 2. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.
- SECTION 3. <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- SECTION 4. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

American Safety Razor Security Agreement NYDOCS03/459905

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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a Delay Name Title:	Mare corporate Samuel S	Oration MURPHY T	ŋ	<u>br</u>	

AMERICAN SAFETY RAZOR COMPANY,

EXHIBIT A

		Country: Spain	ACCUFLEX				Country: United States of America	ACCO	. %			Country: United States of America	AC and design	Trademark Name	Wednesday, April 21, 1999	
Classes:	Agent:	Owner:	ASR	Goods:	Classes:		Owner:	ASR	Goods:	Classes:		Owner:	ASR	Client	Trademark List	
∞	ES04 Jacobacci & Perani	American Safety Razor Company	LNK	Cotton balls	21		American Safety Razor Company	ĽNK	Pharmaceutical and medical goods, namely, adhesive bandages and cotton tip applicators	S		Megas Beauty Care, Inc.	LNK	Attorneys	ark List	
		mpany	006214				mpany	006904	al goods, s and cotton tip				005673	Case Number		Patents
			Registered					Pending					Registered	Status		<u>nts</u>
Remarks: Quinquenr 11/18/2000 mailed to o		18-Nov-1996			Remarks: Applicatio		24-Jun-1998	75/508098		Remarks: ACME/Ch Status che		23-Jun-1983	73/431659	Application Number/Filing Date		
Quinquennial tax due 11/18/2001. Statement of Use due before 11/18/2006. Renewal due 11/18/2006. Certificate of Registration mailed to client 08/22/1997.		05-May-1997	2058380		Application to client 06/18/1998. Application to PTO 06/24/1998					ACME/Chaston logo (AC design). Date of first use: April 1983. Status check letter to Mayer, Brown & Platt 11/05/1997.		03-Jul-1984	1284048	Registration Number/Date		
Statement of Use .006. Certificate o			18-Nov-2006		Application to PT					. Date of first use: /n & Platt 1/05/1			03-Jul-2004	Renewal Date		EXHIBIT A
due before f Registration	plantagen degrapalysis	Econocida area in social vi	onesine sine conserva		O 06/24/1998.	i de Sementados e distractivos de la constitución de la constitución de la constitución de la constitución de l	National State of the State of	no shahka gash madi siri Mir soo	and a supplementary of the sup	April 1983. 997.	RE	EL:		Date UseN 331 F		E: 0347

Remarks: Search report to client 01/29/99.

Country: United States of America	ACTI-FLEXX PREMIER			Country: United States of America	ACTI-FLEXX			Country: Colombia	ACTI-FLEXX		Trademark Name	Wednesday, April 21, 1999
Owner:	ASR	Goods:	Classes:	Owner:	ASR	Goods:	Classes:	Owner:	ASR	Goods:	Client	Tradem
American Safety Razor Company	LNK	Razors and razor blades.	00	American Safety Razor Company	LNK	Razors and razor blades.	œ	American Safety Razor Company	LNK	Razors and razor blades.	Attorneys	Trademark List
ompany	007155			ompany	005908			ompany	006985		Case Number	
	Unfiled				Published				Published		Status	
ov vikadana ve			Remarks: Application to client on 8/22/1997 for signature. Application to PTO 09/19/1997. Notice of Allowance received 12/30/98. Letter t client 12/31/98 forwarding copy of Notice of Allowance. Statemen of Use and Extension Request forwarded to client for signature 1/5/99. Filed Statement of Use/Extension Request with PTO 1/14/99. Notice of Approval received.	19-Sep-1997	75/359718 29-May-1998		Remarks: Application to agent 08/03/1998. Letter to agent 11/25/98 instructing to file application and requesting copy. Letter to client 12/30/98 forwarding copy of application as filed. Copy of Notice o Publication sent to client 4/5/99.				Application Registration Renewal First Use Number/Filing Date Number/Date Date RA	0348

Wednesday, April 21, 1999	Trademark List	ark List					
Trademark Name	Client	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date
AUTO	ASR	LNK	005862	Registered	621721	387933	23-Aug-2006
Country: Canada	Owner:	American Safety Razor Company	ompany		08-Feb-1991	23-Aug-1991	
	Agent:	CA10 Shapiro Cohen					
	Classes:	00			Remarks: Renewal du	Renewal due 08/23/2006.	
	Goods:	Razor blades.					
AUTO	ASR	LNK	005785	Registered	75/737383	1525277	21-Feb-2009
Country: United States of America	Owner:	American Safety Razor Company	ompany		30-Jun-1998	21-Feb-1989	
		}					
`	Goods:	Razor blades.					

TRADEMARK
RECORDED: 07/12/2001 REEL: 002331 FRAME: 0349