

07-19-2001

7.12.01



101782740
TRADEMARKS ONLY

ET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Effective Date
Month Day Year

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
April 23, 1999

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

RECEIVING PARTY

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

07/18/2001 DBY:KAE 00000107 1284048

01 FC:481
02 FC:482

40.00 DP
75.00 DP

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002331 FRAME: 0341

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-848-4882

Name

Address (line 1)

Address (line 2)

Address (line 3)

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(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,284,048"/>	<input type="text" value="2,291,024"/>	<input type="text" value="2,246,683"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,525,277"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed Deposit Account

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:

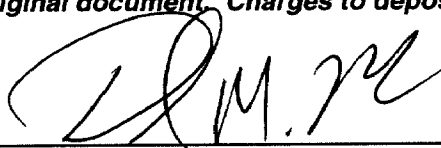
Yes No

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.

David M. Klein

Name of Person Signing



Signature

July 10, 2001

Date

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

RECEIVING PARTY

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (Line 1)

Address (Line 2)

Address (Line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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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 co-arrangers 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. Grant of Security. 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*"):

(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. Recordation. 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. Execution in Counterparts. 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. Grants, Rights and Remedies. 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.

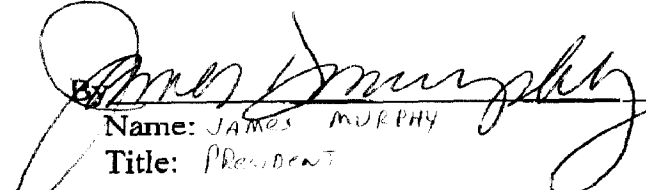
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMERICAN SAFETY RAZOR COMPANY,
a Delaware corporation

By 
Name: ALAN R. KOSS
Title: Supt CFO

Address for Notices:

RSA HOLDINGS CORP.,
a Delaware corporation

By 
Name: JAMES MURPHY
Title: President

Address for Notices:

EXHIBIT A

Patents

Wednesday, April 21, 1999

Trademark List

TRADEMARK
REEL: 002331 FRAME: 0347

Trademark Name	Client	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
AC and design	ASR	LNK	005673	Registered	73/431659	1284048	03-Jul-2004	
Country: United States of America	Owner:	Megas Beauty Care, Inc.			23-Jun-1983	03-Jul-1984		
Classes:	5							
Goods:	Pharmaceutical and medical goods, namely, adhesive bandages and cotton tip applicators							
ACCO	ASR	LNK	006904	Pending	75/508098			
Country: United States of America	Owner:	American Safety Razor Company			24-Jun-1998			
Classes:	21							
Goods:	Cotton balls							
ACCUFLEX	ASR	LNK	006214	Registered		2058380	18-Nov-2006	
Country: Spain	Owner:	American Safety Razor Company			18-Nov-1996	05-May-1997		
Agent:	ES04 Jacobacci & Perani							
Classes:	8							
Remarks:	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.							

Wednesday, April 21, 1999

Trademark List

Trademark Name	Client	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
ACTI-FLEXX	ASR	LNK	006985	Published	98071208			01-Jun-1999
Country: Colombia	Owner:	American Safety Razor Company			01-Dec-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 of Publication sent to client 4/5/99.

ACTI-FLEXX	ASR	LNK	005908	Published	75/359718			29-May-1998
Country: United States of America	Owner:	American Safety Razor Company			19-Sep-1997			

Remarks: Application to client on 8/22/1997 for signature. Application to PTO 09/19/1997. Notice of Allowance received 12/30/98. Letter to client 12/31/98 forwarding copy of Notice of Allowance. Statement 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.

ACTI-FLEXX PREMIER	ASR	LNK	007155	Unfiled				
Country: United States of America	Owner:	American Safety Razor Company						

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

TRADEMARK

REEL: 002331 FRAME: 0348

Wednesday, April 21, 1999

Trademark List

Trademark Name	Client	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
AUTO	ASR	LNK	005862	Registered	621721	387933	23-Aug-2006	
Country: Canada	Owner:	American Safety Razor Company			08-Feb-1991	23-Aug-1991		
	Agent:	CA10 Shapiro Cohen						
	Classes:	8			Remarks: 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			30-Jun-1998	21-Feb-1989		
	Classes:	08			Remarks: Renewal due 02/21/2009.			
	Goods:	Razor blades.						

TRADEMARK

REEL: 002331 FRAME: 0349

RECORDED: 07/12/2001