

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN SAFETY RAZOR COMPANY		02/28/2005	CORPORATION: DELAWARE
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		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1563064	BLADESMITH	
Registration Number:	2036349	BODY MATE	
Serial Number:	76614501	BURMA-SHAVE	
Serial Number:	76614011	CRYSTAL	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$115.00 1563064

Signature:	/CHRISTINE WILSON/
Date:	03/15/2005
Total Attachments: 6 source=csc - am safety - ubs tm#page1.tif source=csc - am safety - ubs tm#page2.tif source=csc - am safety - ubs tm#page3.tif source=csc - am safety - ubs tm#page4.tif source=csc - am safety - ubs tm#page5.tif source=csc - am safety - ubs tm#page6.tif	

Trademark Security Agreement

Trademark 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 (the "Security Agreement") in favor of the Collateral Agents pursuant to which the Pledgor is required to execute and deliver this Trademark 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 Interest in Trademark Collateral. The Pledgor hereby pledges and grants to each Collateral Agent for the benefit of the applicable 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) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted pursuant to this Trademark 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 Trademarks 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 Trademark 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 consents shall not be unreasonably delayed or withheld.

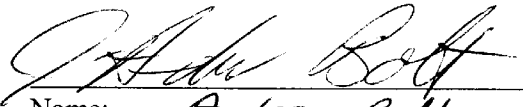
SECTION 4. Termination. Upon the full performance of the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the Collateral Agents shall execute, acknowledge, and deliver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

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark 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:

Andrew Bolt

Title:

Chief Financial Officer

TRADEMARK

REEL: 003047 FRAME: 0026

Accepted and Agreed:

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

By: _____

Name:
Title:

Wilfred V. Sainz
Director
Banking Products
Services, US

By: _____

Name:
Title:

Joselin Fernandes
Associate Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

AMERICAN SAFETY RAZOR
New US Trademarks

Trade mark	Country	Status	Application #	Reg. No	Date	Class	Description
BLADESMITH	United States	Registered	73/748566	1563884	10/31/1989	8	Cutting tools; namely, industrial razor blades
BODY MATE	United States	Registered	74/550304	2036349	2/11/1997	3	Antiperspirant
BURMA-SHAVE	United States	Pending	76/614501			3, 21	Class 3: Shaving soap
CRYSTAL	United States	Published	76/614011			9	Microtome blades