

06-06-2001



101740624

S-3001

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

MAY 30

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

**Submission Type**

New

Resubmission Document ID # \_\_\_\_\_ (Non-Recordation)

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Change of Name

Other **GRANT OF TRADEMARK SECURITY INTEREST**

Effective Date  
Month Day Year  
**05/22/2001**

**Conveying Party**

Mark if additional names of conveying parties attached

Name **Playtex Products, Inc.** Execution Date  
Month Day Year  
**05/22/2001**

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization **Delaware**

**Receiving Party**

Mark if additional names of receiving parties attached

Name **Credit Suisse First Boston, as Administrative Agent**

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **Eleven Madison Avenue**

Address (line 2) \_\_\_\_\_

Address (line 3) **New York** **New York** **10010-3269**  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization \_\_\_\_\_

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).

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Page 2

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

**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

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)**

**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.

Michael J. Neary  
Name of Person Signing

  
Signature

05/30/2001  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

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Enter Additional Conveying Party

Execution Date  
Month Day Year

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

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

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Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

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Mark if additional numbers attached

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**Trademark Application Number(s)**

**Registration Number(s)**

76/120628	76/064267	75/902611
76/120627	76/064266	75/902610
76/119283	76/064265	75/813398
76/080657	75/913533	75/834295
76/064273	75/789642	75/828416
76/04271	75/899108	75/828415
76/064268	75/916067	75/789644

2298644	2181506	2065096
2176879	2084169	2131242
2217909	2253832	2117477
2330565	2104432	2182684
2213903	2067211	2124268
2218220	2177309	2100228
2210288	2065097	2116802

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Corporation  Association

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**Trademark Application Number(s)**

**Registration Number(s)**

75/789647	75/734260	75/572438
75/789645	75/708178	75/567880
75/789643	75/694357	75/567057
75/789484	75/694356	75/563053
75/779094	75/692133	75/541781
75/719675	75/658287	75/523523
75/734261	75/572446	75/48670

2164383	2204681	2044015
2070748	2018399	1933758
2202323	2016450	1905012
2064034	2157119	1906563
2087820	2027629	1847385
1993570	1959393	1889129
2094083	2093758	1841364

RECORDATION FORM COVER SHEET  
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Other

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**Trademark Application Number(s)**

**Registration Number(s)**

75/441588	<input type="text"/>	<input type="text"/>
75/280214	<input type="text"/>	<input type="text"/>
75/987496	<input type="text"/>	<input type="text"/>
76/122634	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

1827510	1595431	1389143
1823668	1544242	1316462
1867560	1494910	1369608
1614743	1477392	1293695
1601834	1448549	1239120
1586621	1435600	1228079
1637497	1397315	1239133

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1157932	0716967	0704625
1143245	0334946	1010170
1132296	0921565	1067001
1055375	0729549	0966201
0766434	0732838	0796657
0762498	0551649	0796614
0258849	0580657	0740069

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0734681	<input type="text"/>	<input type="text"/>
0734680	<input type="text"/>	<input type="text"/>
0723368	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, Playtex Products, Inc. a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of May 22, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Credit Suisse First Boston, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of May 22, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all United States trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of



the obligations) in and to the Trademarks in the United States (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or Guarantee, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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, and, to the extent that the terms and provisions of this Grant of Trademark Security Interest are inconsistent with the Credit Agreement or Security Agreement, the terms and provisions of the Credit Agreement or Security Agreement, whichever is applicable, shall control.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29<sup>th</sup> day of May, 2001.

PLAYTEX PRODUCTS, INC.

By: *[Signature]*  
Name: \_\_\_\_\_  
Title: CEO

S-1

LA1-931761

T-700 P.002/010 F-778

+2134306407

TRADEMARK

MAY 21 2001 02:00PM PLAYTEX PRODUCTS, INC. MELVINT & MYERS LLP LA1/2 REEL: 002304 FRAME: 0136

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>US TRADEMARKS</b>				
<b>Mark</b>	<b>Registration No./ Application No.</b>	<b>Status</b>	<b>Registration Date/ Application Date</b>	<b>Owner</b>
PREMIERE	2407371	Registered	November 21, 2000	Playtex Products, Inc.
SIPEASE	75443434	Intent to Use Notice of Allowance -- Issued	March 2, 1998	Playtex Products, Inc.
GENTLE GLIDE	2084168	Registered	July 29, 1997	Playtex Products, Inc.
PET GENIE	76223408	Pending Intent to Use	March 12, 2001	Playtex Products, Inc.
ACTICLEAN	76175741	Pending Intent to Use	December 5, 2000	Playtex Products, Inc.
FRESHTWIST	76163324	Pending Intent to Use	November 10, 2000	Playtex Products, Inc.
DEEP CLEANS WITH CARE	76064269	Pending Intent to Use	June 6, 2000	Playtex Products, Inc.
E-Z CHORE	76132550	Pending Intent to Use	September 21, 2000	Playtex Products, Inc.
CHORE HELPER	76132534	Pending Intent to Use	September 21, 2000	Playtex Products, Inc.
THE GRIPSTER & Design	76122634	Pending Intent to Use	September 1, 2000	Playtex Products, Inc.
BIG SIPSTER & Design	76122633	Pending Intent to Use	September 1, 2000	Playtex Products, Inc.
THE TRAINER & Design	76122632	Pending Intent to Use	September 1, 2000	Playtex Products, Inc.
AIR FLO	76120628	Pending Intent to Use	August 31, 2000	Playtex Products, Inc.
COMFORT FLEX	76120627	Pending Intent to Use	August 31, 2000	Playtex Products, Inc.
PRECISION FLO	76119283	Pending Intent to Use	August 29, 2000	Playtex Products, Inc.
FIBRAPURE	76080657	Pending Intent to Use	June 30, 2000	Playtex Products, Inc.
FRESH DAYS	76064273	Published	June 6, 2000	Playtex Products, Inc.
GRIPSTER	76064271	Published Intent to Use	June 6, 2000	Playtex Products, Inc.
FOR THAT JUST BATHED CLEAN	76064268	Published Intent to Use	June 6, 2000	Playtex Products, Inc.
BABYSHOWERPL ANNER.COM	76064267	Pending Intent to Use	June 6, 2000	Playtex Products, Inc.
ANTIMICRO	76064266	Published - Intent to Use	June 6, 2000	Playtex Products, Inc.
WE GLOVE YOUR HANDS	76064265	Pending Intent to Use	June 6, 2000	Playtex Products, Inc.

**US TRADEMARKS**

<b>Mark</b>	<b>Registration No./ Application No.</b>	<b>Status</b>	<b>Registration Date/ Application Date</b>	<b>Owner</b>
LATCH-ON	75913533	Opposed - Intent to Use	February 9, 2000	Playtex Products, Inc.
AND IT'S PURE MAGIC	75789642	Intent to Use Notice of Allowance -- Issued	September 1, 1999	Playtex Products, Inc.
LAUGH & SPLASH	2423838	Registered	January 23, 2001	Playtex Products, Inc.
NOBODY BABIES YOUR BABY BETTER	75899108	Intent to Use Notice of Allowance -- Issued	January 20, 2000	Playtex Products, Inc.
BABY MAGIC	75916067	Intent to Use Notice of Allowance -- Issued	February 10, 2000	Playtex Products, Inc.
POWER MIST	75902611	Pending Intent to Use	January 24, 2000	Playtex Products, Inc.
BEAUTY OF CHOICE	75902610	Intent to Use Notice of Allowance -- Issued	January 24, 2000	Playtex Products, Inc.
PRECISION FLO	75813398	Intent to Use Notice of Allowance -- Issued	October 1, 1999	Playtex Products, Inc.
SMOOTH ESSENTIALS	75834295	Intent to Use Notice of Allowance -- Issued	October 29, 1999	Playtex Products, Inc.
JUMBO DIAPER GENIE	75828416	Intent to Use Notice of Allowance -- Issued	October 21, 1999	Playtex Products, Inc.
JUMBO GENIE	75828415	Intent to Use Notice of Allowance -- Issued	October 21, 1999	Playtex Products, Inc.
MAGIC	75789644	Intent to Use Notice of Allowance -- Issued	September 1, 1999	Playtex Products, Inc.
NOBODY BABIES YOUR SKIN BETTER THAN BABY MAGIC	75789647	Intent to Use Notice of Allowance -- Issued	September 1, 1999	Playtex Products, Inc.
CLASSIC PATTERNS	75789645	Intent to Use Notice of Allowance -- Issued	September 1, 1999	Playtex Products, Inc.
MAGIC MOMENTS	75789643	Intent to Use Notice of Allowance -- Issued	September 1, 1999	Playtex Products, Inc.

US TRADEMARKS				
Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
FIRM COMFORT	75789484	Pending - Intent to Use	September 1, 1999	Playtex Products, Inc.
DRINKUP	75779094	Intent to Use Notice of Allowance - Issued	August 19, 1999	Playtex Products, Inc.
KID MAGIC	75719675	Intent to Use Notice of Allowance - Issued	June 2, 1999	Playtex Products, Inc.
PRO STRENGTH	75734261	Pending - Intent to Use	June 23, 1999	Playtex Products, Inc.
PHEROBLOC	75734260	Intent to Use Notice of Allowance - Issued	June 23, 1999	Playtex Products, Inc.
RICH N' CREAMY	2291612	Registered	November 9, 1999	Playtex Products, Inc.
Design Mark Only	75708178	Pending	May 17, 1999	Playtex Products, Inc.
EXTREME BLAST	75694357	Intent to Use Notice of Allowance - Issued	April 30, 1999	Playtex Products, Inc.
POWER BLAST	75694356	Intent to Use Notice of Allowance - Issued	April 30, 1999	Playtex Products, Inc.
VENTAIRE	75692133	Intent to Use Notice of Allowance - Issued	April 27, 1999	Playtex Products, Inc.
MEGABLAST	75658287	Intent to Use Notice of Allowance - Issued	March 11, 1999	Playtex Products, Inc.
LITTER GENIE	75572446	Intent to Use Notice of Allowance - Issued	October 19, 1998	Playtex Products, Inc.
LADY GENIE	75572438	Intent to Use Notice of Allowance - Issued	October 19, 1998	Playtex Products, Inc.
BOTTLE GENIE	75567880	Intent to Use Notice of Allowance - Issued	October 8, 1998	Playtex Products, Inc.
PREMIERE	75567057	Intent to Use Notice of Allowance - Issued	October 7, 1998	Playtex Products, Inc.
MEGABLAST	75563053	Intent to Use Notice of Allowance - Issued	October 2, 1998	Playtex Products, Inc.

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<b>Mark</b>	<b>Registration No./ Application No.</b>	<b>Status</b>	<b>Registration Date/ Application Date</b>	<b>Owner</b>
A BINACA BLAST FRESHENS BREATH INSTANTLY!	2285377	Registered	October 12, 1999	Playtex Products, Inc.
SOFT COMFORT	2285256	Registered	October 12, 1999	Playtex Products, Inc.
TIP 'N SIP	75541781	Intent to Use Notice of Allowance - Issued	August 24, 1998	Playtex Products, Inc.
ULTRASEAL	75523523	Intent to Use - Suspended	July 22, 1998	Playtex Products, Inc.
DIAPER GENIE TRAVELER	75478670	Intent to Use Notice of Allowance - Issued	May 4, 1998	Playtex Products, Inc.
BABY MAGIC & Design	2232232	Registered	March 16, 1999	Playtex Products, Inc.
KITTY GENIE	75441588	Intent to Use Notice of Allowance - Issued	February 27, 1998	Playtex Products, Inc.
EAZY-CLEAN	2260091	Registered Supplemental Register	July 6, 1999	Playtex Products, Inc.
COOLSTRAW	2274904	Registered	August 31, 1999	Playtex Products, Inc.
SO COMFORTABLE YOU CAN'T EVEN FEEL THEM	2298644	Registered	December 7, 1999	Playtex Products, Inc.
BIOSUN PROFESSIONAL SUN PROTECTION & Design	2176879	Registered	July 28, 1998	Playtex Products, Inc.
SAFE 'N SURE	2217909	Registered	January 12, 1999	Playtex Products, Inc.
EAZY FEED	2330565	Registered	March 21, 2000	Playtex Products, Inc.
EASY-LATCH SAFETY	2213903	Registered	December 29, 1998	Playtex Products, Inc.
ONE HAND EASY	2218220	Registered	January 19, 1999	Playtex Products, Inc.
TWISTAWAY	2210288	Registered	December 15, 1998	Playtex Products, Inc.
NOTHING SOOTHES A BABY LIKE A BINKY	75280214	Intent to Use Notice of Allowance - Issued	April 24, 1997	Playtex Products, Inc.

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MOST LIKE MOTHER	2181506	Registered	August 11, 1998	Playtex Products, Inc.
SILK GLIDE	2084169	Registered	July 29, 1997	Playtex Products, Inc.
TUB PAL	2253832	Registered	June 15, 1999	Playtex Products, Inc.
MADE STRONG TO LAST LONG	2104432	Registered Supplemental Register	October 7, 1997	Playtex Products, Inc.
RICH N' CREAMY	75978496	Intent to Use Notice of Allowance - Issued	July 15, 1996	Playtex Products, Inc.
Design Mark	2067211	Registered	June 3, 1997	Playtex Products, Inc.
BETTER FEEDING BY DESIGN	2177309	Registered	July 28, 1998	Playtex Products, Inc.
CHERUBS & Design	2065097	Registered	May 27, 1997	Playtex Products, Inc.
CHERUBS & Design	2065096	Registered	May 27, 1997	Playtex Products, Inc.
SLIMFITS	2131242	Registered	January 20, 1998	Playtex Products, Inc.
Design Mark	2117477	Registered	December 2, 1997	Playtex Products, Inc.
STAIN SOLUTIONS	2182684	Registered	August 18, 1998	Playtex Products, Inc.
SOFT COMFORT	2124268	Registered	December 23, 1997	Playtex Products, Inc.
BIOSUN	2100228	Registered	September 23, 1997	Playtex Products, Inc.
QUICKSTRAW	2116802	Registered	November 25, 1997	Playtex Products, Inc.
SOFT-FLEX	2164383	Registered	June 9, 1998	Playtex Products, Inc.
BETTER FOR BABY...BETTER FOR MOTHER	2070748	Registered	June 10, 1997	Playtex Products, Inc.
Design Mark	2202323	Registered Supplemental Register	November 3, 1998	Playtex Products, Inc.
SNAP'N TOTE	2064034	Registered	May 20, 1997	Playtex Products, Inc.
BECAUSE...A CHILD CAN TELL THE DIFFERENCE	2087820	Registered	August 12, 1997	Playtex Products, Inc.
BETTER FOR BABY...MOST LIKE MOTHER	1993570	Registered	August 13, 1996	Playtex Products, Inc.
MAKES PROTECTION COMFORTABLE	2094083	Registered	September 9, 1997	Playtex Products, Inc.

**US TRADEMARKS**

<b>Mark</b>	<b>Registration No./ Application No.</b>	<b>Status</b>	<b>Registration Date/ Application Date</b>	<b>Owner</b>
SUREWEAVE	2204681	Registered	November 24, 1998	Playtex Products, Inc.
SOFTTEX	2018399	Registered	November 19, 1996	Playtex Products, Inc.
SOFT COMFORT	2016450	Registered	November 12, 1996	Playtex Products, Inc.
CONFIDANTE	2157119	Registered	May 12, 1998	Playtex Products, Inc.
DROP-INS	2027629	Registered	December 31, 1996	Playtex Products, Inc.
COMFORTFLOW	1959393	Registered	February 27, 1996	Playtex Products, Inc.
HEAVY TRAFFIC	2093758	Registered Supplemental Register	September 2, 1997	Playtex Products, Inc.
BINKYKIDS	2044015	Registered	March 11, 1997	Playtex Products, Inc.
LOOK & LEARN	1933758	Registered	November 7, 1995	Playtex Products, Inc.
PROGLOVES	1905012	Registered	July 11, 1995	Playtex Products, Inc.
WEARSHIELD	1906563	Registered	July 18, 1995	Playtex Products, Inc.
TEK EXCEL	1847385	Registered	July 26, 1994	Playtex Products, Inc.
SILK GLIDE	1889129	Registered	April 11, 1995	Playtex Products, Inc.
FLO-CONTROL	1841364	Registered	June 21, 1994	Playtex Products, Inc.
DIAPER GENIE	1827510	Registered	March 22, 1994	Playtex Products, Inc.
SOFT COMFORT	1823668	Registered	February 22, 1994	Playtex Products, Inc.
LULLABYE LYRICS	1867560	Registered	December 13, 1994	Playtex Products, Inc.
CHERUBS COLLECTION	1614743	Registered	September 25, 1990	Playtex Products, Inc.
SOFT CURVE	1601834	Registered	June 19, 1990	Playtex Products, Inc.
PATTERNS & Design	1586621	Registered	March 13, 1990	Playtex Products, Inc.
CHERUBS	1637497	Registered	March 12, 1991	Playtex Products, Inc.
VALUDENT	1595431	Registered	May 8, 1990	Playtex Products, Inc.
BABY MAGIC	1544242	Registered	June 20, 1989	Playtex Products, Inc.
ARGUS	1494910	Registered	July 5, 1988	Playtex Products, Inc.
PORTABLES	1477392	Registered	February 23, 1988	Playtex Products, Inc.
CHERUBS COLLECTION & Design	1448549	Registered	July 21, 1987	Playtex Products, Inc.
HANSAVER	1435600	Registered	April 7, 1987	Playtex Products, Inc.



**US TRADEMARKS**

<b>Mark</b>	<b>Registration No./ Application No.</b>	<b>Status</b>	<b>Registration Date/ Application Date</b>	<b>Owner</b>
BABY MAGIC	1397315	Registered	June 17, 1986	Playtex Products, Inc.
ANGLER	1389143	Registered	April 8, 1986	Playtex Products, Inc.
BABY MAGIC & Design	1316462	Registered	January 29, 1985	Playtex Products, Inc.
SOFT CONTOUR	1369608	Registered Supplemental Register	November 5, 1985	Playtex Products, Inc.
MAGIC SCRUB	1293695	Registered	September 11, 1984	Playtex Products, Inc.
MOTHER'S MAGIC	1239120	Registered	May 24, 1983	Playtex Products, Inc.
BABY MAGIC	1228079	Registered	February 22, 1983	Playtex Products, Inc.
ULTIMATE	1239133	Registered	May 24, 1983	Playtex Products, Inc.
NATURAL ACTION	1157932	Registered	June 23, 1981	Playtex Products, Inc.
MOST LIKE MOTHER	1143245	Registered	December 16, 1980	Playtex Products, Inc.
BABY MAGIC	1132296	Renewed	April 1, 1980	Playtex Products, Inc.
BABY MAGIC	1055375	Renewed	January 4, 1977	Playtex Products, Inc.
DOLL-UPS	0766434	Renewed	March 10, 1964	Playtex Products, Inc.
DIAPER CHANGE	0762498	Renewed	December 31, 1963	Playtex Products, Inc.
TEK & Design	0258849	Renewed	July 16, 1929	Playtex Products, Inc.
GENTEEL	0716967	Renewed	June 13, 1961	Playtex Products, Inc.
BINKY	0334946	Renewed	May 19, 1936	Playtex Products, Inc.
SOVEREIGN	0921565	Renewed	October 5, 1971	Playtex Products, Inc.
MAGIC SCRUB BOAT	0729549	Renewed	April 3, 1962	Playtex Products, Inc.
YOUNG MAGIC	0732838	Renewed	June 12, 1962	Playtex Products, Inc.
TEK & Design	0551649	Renewed	December 4, 1951	Playtex Products, Inc.
BABY MAGIC & Design	0580657	Renewed	October 6, 1953	Playtex Products, Inc.
TOPS	0704625	Renewed	September 20, 1960	Playtex Products, Inc.
GENTLE GLIDE	1010170	Renewed	May 6, 1975	Playtex Products, Inc.
HUSHMASTER & Design	1067001	Renewed	May 31, 1977	Playtex Products, Inc.
BABY MAGIC & Design	0966201	Renewed	August 14, 1973	Playtex Products, Inc.

**US TRADEMARKS**

<b>Mark</b>	<b>Registration No./ Application No.</b>	<b>Status</b>	<b>Registration Date/ Application Date</b>	<b>Owner</b>
BABY MAGIC	0796657	Renewed	September 28, 1965	Playtex Products, Inc.
BABY MAGIC	0796614	Renewed	September 28, 1965	Playtex Products, Inc.
INSULATEX	0740069	Renewed	October 30, 1962	Playtex Products, Inc.
BABY PUFF	0734681	Renewed	July 17, 1962	Playtex Products, Inc.
BABY CLEAR	0734680	Renewed	July 17, 1962	Playtex Products, Inc.
BABY CHANGE	0723368	Renewed	October 31, 1961	Playtex Products, Inc.



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May 30, 2001

OUR FILE NUMBER  
185,550-038

**VIA EXPRESS MAIL**

WRITER'S DIRECT DIAL  
213-430-7267

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

WRITER'S E-MAIL ADDRESS  
[mneary@omm.com](mailto:mneary@omm.com)

**Re: *Grant of Trademark Security Interest -  
Playtex Products, Inc.***

Dear Sir:

Enclosed please find (i) an executed Recordation Form Cover Sheet; (ii) Grant of Trademark Security Interest and attached Schedule A; (iii) our check in the amount of \$3,790.00 (Check No. 500861) covering the filing fee; and (iv) a postcard to be date-stamped and returned to us as indicated. Please charge any deficiencies or overpayments in fees to Deposit Account No. 500639.

Thank you for your assistance. Please feel free to call me with any questions.

Very truly yours,

Michael J. Neary  
for O'MELVENY & MYERS LLP

MJN:eow

Enclosures

cc: Matthew Bensen (w/Encls.)  
Gina Durham (w/Encls.)  
Eriko Wada (w/Encls.)

**TRADEMARK**  
**REEL: 002304 FRAME: 0145**

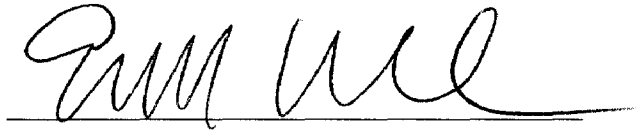
CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail (Receipt No. EL554380535US).

in an envelope addressed to:

Commissioner of Patents and Trademarks  
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on May 30, 2001.

A handwritten signature in black ink, appearing to read "JMM WLL", is written over a horizontal line.

LA1:933542.1