

03-03-2004



Tab settings =>=>=> τ

To the Honorable Commissioner c

102682536

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CAREWELL INDUSTRIES, INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation—State New York
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION

Name: _____
Internal _____
Address: _____
Street Address: 213 Court Street, Suite 703

City: Middletown State: CT Zip: 06457

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation – State _____
- Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

5-3-04

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: February 19, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE THE ATTACHED.

B. Trademark Registration No.(s)

PLEASE SEE THE ATTACHED.

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Claudine Meredith-Goujon, Esq.

Internal Address: _____

Paul, Weiss, Rifkind, Wharton & Garrison LLP

Street Address: _____

1285 Avenue of the Americas

City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0706

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Claudine Meredith-Goujon

Name of Person Signing

C Meredith-Goujon
Signature

3/2/2004
Date

Total number of pages including cover sheet, attachments, and documents: 6

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

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
BECAUSE YOUR SMILE DESERVES CUSTOM CARE	1988424	Registered	July 23, 1996	Carewell Industries, Inc.
DENTAX	2104218	Registered	October 7, 1997	Carewell Industries, Inc.
DENTAX	2162261	Registered	June 2, 1998	Carewell Industries, Inc.
DENTAX	1593080	Renewed	April 24, 1990	Carewell Industries, Inc.
DENTAX PLUS	75834292	Allowed – Intent to Use	October 29, 1999	Carewell Industries, Inc.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2004, by Carewell Industries, Inc., a New York corporation ("Grantor"), in favor of WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, in its capacity as Trustee (together with its successors and assigns, the "Trustee") for the benefit of the holders of Notes (as defined below) (such holders, the "Secured Parties").

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, dated as of the date hereof (the "Indenture"), by and among Playtex Products, Inc. (the "Company"), the Persons named therein as Guarantors and the Trustee, the Company intends to issue 8% Senior Secured Notes due 2011 (the "Notes");

WHEREAS, Grantor has agreed to execute and deliver to Trustee for the ratable benefit of Secured Parties, that certain Security Agreement dated as of the date herewith by and among Grantor, the other parties named therein and Trustee (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, Grantor is required to execute and deliver to Trustee, for the ratable benefit of Secured Parties, this Trademark 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, 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 Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants Trustee, for the ratable benefit of Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

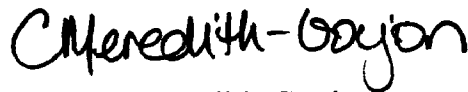
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Trustee, for the ratable benefit of Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Trustee with respect to the security interest in the Trademark 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.

[signature page follows]

You are hereby authorized to charge the amount of \$140.00 from deposit account number 50-0706 in the name of Paul, Weiss, Rifkind, Wharton & Garrison LLP to cover the recordation fee.

Please call me at (212) 373-3239 if you have any questions regarding the enclosed.

Very truly yours,



Claudine Meredith-Goujon

Enclosures

cc: Kiren Chamberlain (w/o encls.)