

10-08-2004



102855250

To the Honorable Commissioner

original documents or copy thereof.

1. Name of conveying party(ies):

PLAYTEX PRODUCTS, INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other _____

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

3. Nature of conveyance:

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

Execution Date: February 19, 2004

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2728329

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:.....

1

7. Total fee (37 CFR 3.41) \$ 40

- 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

Claudine Meredith-Goujon
Signature

10/11/2004

Date

10/13/2004 DBYRNE 00000004 500706 2728329 Total number of pages including cover sheet, attachments, and documents: 8

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2004, by Playtex Products, Inc., a Delaware 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").

WITNESSETH:

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]

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

3-3-04

1. Name of conveying party(ies):

PLAYTEX PRODUCTS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation—State Delaware
 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 _____
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(Designations must be a separate document from assignment)
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Assignment Merger
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A. Trademark Application No.(s)
PLEASE SEE THE ATTACHED.

Additional number(s) attached? Yes No

B. Trademark Registration No.(s)
PLEASE SEE THE ATTACHED.

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: **179**

7. Total fee (37 CFR 3.41) _____ \$ 4,490.00

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 C Meredith-Goujon 3/2/2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **24**

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

Mark	Registration No./ Application No.	Status	Registration Date/ Application Date	Owner
IBI	78215394	Allowed – Intent to Use	February 15, 2003	Playtex Products, Inc.
INSULATOR	2723329 2728329	Registered	June 17, 2003	Playtex Products, Inc.
INSULATOR SPORT	2803374	Registered	January 6, 2004	Playtex Products, Inc.
JUMBO DIAPER GENIE	75828416	Allowed – Intent to Use	October 21, 1999	Playtex Products, Inc.
JUMBO GENIE	75828415	Allowed – Intent to Use	October 21, 1999	Playtex Products, Inc.
KID MAGIC	75719675	Allowed – Intent to Use	June 2, 1999	Playtex Products, Inc.
KID MAGIC	78225905	Pending – Intent to Use	March 14, 2003	Playtex Products, Inc.
LATCH-ON	75913533	Opposed - Intent to Use	February 9, 2000	Playtex Products, Inc.
LAUGH & SPLASH	2423838	Registered	January 23, 2001	Playtex Products, Inc.
LOOK & LEARN	1933758	Registered	November 7, 1995	Playtex Products, Inc.

NY867539.1

RECORDED: 10/08/2004

TRADEMARK
REEL: 003059 FRAME: 0071