

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vetco, Inc.		10/06/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1881122	CLEAR COUGH
Registration Number:	2538095	
Registration Number:	1757536	LITTLE BOTTOMS
Registration Number:	2521149	LITTLE COLDS
Registration Number:	2192528	LITTLE NOSES
Registration Number:	1737474	LITTLE NOSES
Registration Number:	2030332	LITTLE REMEDIES
Registration Number:	1981658	LITTLE TEETHERS
Registration Number:	1839839	LITTLE TUMMY'S
Registration Number:	1613491	MEDADYNE
Registration Number:	1874482	THE CHOICE IS CLEAR
Registration Number:	2523530	WE MAKE IT ALL BETTER

CORRESPONDENCE DATA

CH \$315.00 1881122

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: sanarah.rasheed@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Sanarah Rasheed
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:	Sanarah Rasheed
Signature:	/Sanarah Rasheed/
Date:	05/04/2005

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 6, 2004, by each of the entities listed on the signature pages hereof [or that becomes a party hereto pursuant to *Section 7.11 (Additional Grantors)* of the Security Agreement referred to below] (each a “Grantor” and, collectively, the “Grantors”), in favor of Citicorp North America, Inc. (“CNAI”), as agent for the First-Priority Secured Parties (the “Administrative Agent”) and as collateral agent for the Tranche C Secured Parties (the “Tranche C Agent”) (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 6, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Prestige Brands, Inc. (the “Borrower”), Prestige Brands International, LLC, a Delaware limited liability company, the Lenders and Issuers party thereto and CNAI, as agent for the First-Priority Secured Parties (the “Administrative Agent”) and as collateral agent for the Tranche C Secured Parties (the “Tranche C Agent”), Bank of America, N.A., as syndication agent for the Lenders and the Issuers and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as documentation agent for the Lenders and the Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agents (the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Collateral Agents to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent and the Tranche C Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

(a) Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the First-Priority Secured Parties, and grants to the Administrative Agent for the benefit of the First-Priority Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

[(i) all of its Copyrights, including, without limitation, those referred to on *Schedule I* hereto;

(ii) all reissues, continuations or extensions of the foregoing; and

(iii) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright.]

or

[(i) all of its Patents, including, without limitation, those referred to on *Schedule I* hereto;

(ii) all reissues, continuations or extensions of the foregoing; and

(iii) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.]

or

[(i) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;

(ii) all reissues, continuations or extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iv) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;]

(b) Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Tranche C Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Tranche C Agent for the benefit of the Tranche C Secured Parties, and grants to the Tranche C Agent for the benefit of the Tranche C Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the [Copyright] [Patent] [Trademark] Collateral of such Grantor.


Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent and Tranche C Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and Tranche C Agent with respect to the security interests 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.

IN WITNESS WHEREOF, each Grantor 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,

VETCO, INC.,
as Grantor

By: 
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
*as Administrative Agent and
as Tranche C Agent*

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

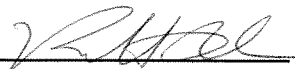
Very truly yours,

VETCO, INC.,
as Grantor


By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
*as Administrative Agent and
as Tranche C Agent*

By: 
Name: *Robert H. Chen*
Title: *Vice President*

VETCO, INC.
UNITED STATES TRADEMARK REGISTRATIONS

Mark	Serial No./ Filing Date	Reg No./ Registered
CLEAR COUGH	74/328,413 11/5/92	1,881,122 2/28/95
Design 	76/207,626 2/12/01	2,538,095 2/12/02
LITTLE BOTTOMS	74/157,301 4/15/91	1,757,536 3/9/93
LITTLE COLDS	75/942,301 3/13/00	2,521,149 12/18/01
LITTLE NOSES	75/053,196 2/5/96	2,192,528 9/29/98
LITTLE NOSES	74/157,302 4/15/91	1,737,474 12/1/92
LITTLE REMEDIES	75/068,114 3/6/96	2,030,332 1/14/97
LITTLE TEETHERS	74/574,105 9/15/94	1,981,658 6/18/96
LITTLE TUMMY'S	74/364,668 3/4/93	1,839,839 6/14/94
MEDADYNE	73/778,064 2/1/89	1,613,491 9/18/90
THE CHOICE IS CLEAR	74/256,607 3/18/92	1,874,482 1/17/95
WE MAKE IT ALL BETTER	76/079,018 6/23/00	2,523,530 12/25/01