

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest In Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blacksmith Brands, Inc.		10/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	280 Park Avenue		
Internal Address:	22nd Floor East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77626351	TRUSTED LUDEN'S CARE	
Serial Number:	77638656	THE BEST WAY TO STOP SUFFERING IS NEVER TO START	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8132		
Email:	linda.salera@Bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
Signature:	/Linda A. Salera/		

OP \$65.00 77626351

Date:

01/11/2010

Total Attachments: 7

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of October 29, 2009 is made by BLACKSMITH BRANDS, INC., a Delaware corporation, located at 520 White Plains Road, Suite 500, Tarrytown, NY 10591 (the “*Grantor*”), in favor of ARES CAPITAL CORPORATION, a Maryland corporation (“*ARCC*”), located at 280 Park Avenue, 22nd Floor East, New York, NY 10017, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 29, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among BLACKSMITH BRANDS HOLDINGS, INC., a Delaware corporation (“*Parent Guarantor*”), Parent Guarantor’s Subsidiaries thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, BLACKSMITH BRANDS, INC., a Delaware corporation (the “*Borrower*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), KEYBANK NATIONAL ASSOCIATION, a national banking association as administrative agent for the Lenders, and the Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of Grantor have executed and delivered a Security Pledge Agreement, dated as of October 29, 2009, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

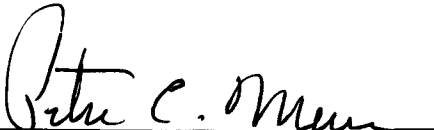
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without reference to conflict of law provisions.

[Signature Pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BLACKSMITH BRANDS, INC.,
a Delaware corporation,
as Grantor

By: 
Name:
Title:

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004129 FRAME: 0149

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: Michael Smith
Name: Michael L. Smith
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004129 FRAME: 0150

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark: BLACKSMITH BRANDS
Country: UNITED STATES OF AMERICA
App. No. App. No. 77836031
Filed 09/29/09

Trademark: JUST WHAT THEY NEED
Country: UNITED STATES OF AMERICA
Reg No: 3133893

Trademark: GENTLE VAPORS
Country: UNITED STATES OF AMERICA
Reg No: 3175025

Trademark: NASALCROM
Country: UNITED STATES OF AMERICA
Reg No: 1293844

Trademark: NASALCROM
Country: UNITED STATES OF AMERICA
Reg No: 2341492

Trademark: NASALCROM
Country: UNITED STATES OF AMERICA
Reg No: 2511675

Trademark: DESIGN OF A CHILD SLEEPING AT NIGHT (FOR PEDIA CARE)
Country: UNITED STATES OF AMERICA
Reg No: 3612911

Trademark: DESIGN OF A MOTHER AND CHILD (FOR PEDIA CARE)
Country: UNITED STATES OF AMERICA
Reg No: 3603031

Trademark: DESIGN OF A MOTHER AND INFANT (FOR PEDIA CARE)
Country: UNITED STATES OF AMERICA
Reg No: 3612912

Trademark: PEDIA CARE
Country: UNITED STATES OF AMERICA
Reg No: 2911609

Trademark: PEDIA CARE
Country: UNITED STATES OF AMERICA
Reg No: 1445906

Trademark: PEDIA CARE
Country: UNITED STATES OF AMERICA
Reg No: 3235057

Trademark: PEDIACARE. RECOMMENDED BY PEDIATRICIANS. TRUSTED BY MOMS.
Country: UNITED STATES OF AMERICA
Reg No: 2994365

Trademark: LUDEN'S
Country: UNITED STATES OF AMERICA
Reg No: 1599161

Trademark: LUDEN'S GREAT TASTING WILD CHERRY THROAT DROPS AND DESIGN
Country: UNITED STATES OF AMERICA
Reg No: 1811404

Trademark: TRUSTED LUDEN'S CARE EVERYONE NEEDS A LITTLE TLC
Country: UNITED STATES OF AMERICA
Reg No: 2890089

Trademark: CONFIDENT CLEAN OF EFFERDENT
Country: UNITED STATES OF AMERICA
Reg No: 3555227

Trademark: EFFERDENT
Country: UNITED STATES
Reg No: 728959

Trademark: EFFERDENT E AND DESIGN
Country: UNITED STATES
Reg No: 1952935

Trademark: EFFERDENT PLUS
Country: UNITED STATES
Reg No: 1922788

Trademark: EFFERDENT PLUS & DESIGN
Country: UNITED STATES
Reg No: 1964230

Trademark: EFFERDENT PLUS & DESIGN
Country: UNITED STATES
Reg No: 1964228

Trademark: EFFER-GRIP
Country: UNITED STATES
Reg No: 945934

A/73175991.1

Trademark: TRUSTED LUDEN'S CARE
Country: UNITED STATES
Reg No: 77/626351

Trademark: THE BEST WAY TO STOP SUFFERING IS NEVER TO START
Country: UNITED STATES
Reg No: 77/638656