

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insight Pharmaceuticals LLC, as Grantor		09/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	1615 Brett Road		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 76			
Property Type	Number	Word Mark	
Registration Number:	709543	ALLEREST	
Registration Number:	2544673	AMERICAINE	
Registration Number:	418790	ANACIN	
Registration Number:	940857	ANACIN	
Registration Number:	1331611		
Registration Number:	792115	ASPERGUM	
Registration Number:	1236010	AURO	
Registration Number:	1430843	AURO-DRI	
Registration Number:	714075	BACID	
Registration Number:	771406	BOIL-EASE	
Registration Number:	697007	BONINE	
Registration Number:	648836	CALDESENE	
Registration Number:	990492	CALDESENE	
Registration Number:	2661393	CEPASTAT	
Registration Number:	3002830	COOLWIPES	
Registration Number:	1857464	CURES MOST VAGINAL YEAST INFECTIONS MONI	
Registration Number:	3024635	DAY OR NIGHT	
Registration Number:	3867356	DAY OR NIGHT	
Registration Number:	3626182	DERMAREST	
TRADEMARK			

OP \$1915.00 709543

Property Type	Number	Word Mark
Registration Number:	4261139	DERMAREST
Registration Number:	3861537	
Registration Number:	3886967	
Registration Number:	2043571	
Registration Number:	2073575	
Registration Number:	3075046	DIABETAID
Registration Number:	4210630	DUAL ACTION SYSTEM
Registration Number:	1078692	E.P.T.
Registration Number:	2885240	EPT CERTAINTY
Registration Number:	2578043	EUCALYPTAMINT
Registration Number:	1777611	EUCALYPTAMINT
Registration Number:	3838618	FROM THE MAKERS OF MONISTAT SOOTHE & REL
Registration Number:	3719841	FROM THE MAKERS OF MONISTAT SOOTHE & REL
Registration Number:	1858348	FULL PRESCRIPTION STRENGTH MONISTAT 7 MI
Registration Number:	3650366	GENTLE NATURALS
Registration Number:	2730448	GENTLE NATURALS
Registration Number:	3650236	GENTLE NATURALS
Registration Number:	2726624	GUARANTEED ... MADE STRONGER TO LAST LON
Registration Number:	275459	KONDREMUL
Registration Number:	1924860	MADE STRONGER TO LAST LONGER...GUARANTEE
Registration Number:	848516	MONISTAT
Registration Number:	3775946	MONISTAT
Registration Number:	3886968	MONISTAT
Registration Number:	4102797	MONISTAT
Registration Number:	4264940	MONISTAT
Registration Number:	4161608	MONISTAT
Registration Number:	2361459	MONISTAT 1
Registration Number:	2378593	MONISTAT 3
Registration Number:	3838619	MONISTAT SOOTHE & RELIEVE PACK
Registration Number:	3719840	MONISTAT SOOTHE & RELIEVE PACK
Registration Number:	1214670	MONISTAT-DERM
Registration Number:	1691138	NIX
Registration Number:	1604296	NOSTRILLA
Registration Number:	3555576	POWDER-GEL
Registration Number:	3639521	PRONTO
Registration Number:	1441745	PRONTO
Registration Number:	1345457	PRONTO
Registration Number:	3639520	PRONTO PLUS
Registration Number:	3639534	PRONTO PLUS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2028228	S
Registration Number:	2667626	SKIN SHIELD
Registration Number:	4415825	SO ACCURATE WE CALL IT THE ERROR PROOF T
Registration Number:	3146541	SOOTHING CARE
Registration Number:	870753	SUCRETS
Registration Number:	1037225	SUCRETS
Registration Number:	1969808	SUCRETS S
Registration Number:	3176711	THERAPAUSE
Registration Number:	993663	TING
Registration Number:	3928890	TRIPLE ACTION SYSTEM
Registration Number:	4210629	TRIPLE ACTION SYSTEM
Registration Number:	4223195	URISTAT
Registration Number:	2070690	URISTAT
Registration Number:	990672	VITRON-C
Registration Number:	990673	VITRON-C-PLUS
Serial Number:	86146128	E.P.T
Serial Number:	86112996	E.P.T.
Serial Number:	86146100	MONISTAT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	09/10/2014

Total Attachments: 10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Insight Pharmaceuticals LLC, as Grantor

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 3, 2014

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as Administrative Agent

Street Address: 1615 Brett Road

City: New Castle

State: Delaware

Country: USA Zip: 19720

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 35891.0321

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved: 76

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____


Signature
Ken Tan

09/05/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 3, 2014, by Insight Pharmaceuticals LLC, a Delaware limited liability company, (“**Grantor**”), in favor of CITIBANK, N.A., in its capacity as administrative agent (in such capacity, the “**Administrative Agent**”) pursuant to that certain ABL Credit Agreement, dated as of January 31, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Prestige Brands Holdings, Inc., a Delaware corporation, (“**Holdings**”), Prestige Brands, Inc., a Delaware corporation, (the “**Borrower**”), the Guarantors from time to time party thereto, the Administrative Agent and the lenders from time to time party thereto.

WITNESSETH:

WHEREAS, the Grantor is party to that certain ABL Security Agreement dated as of January 31, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) registered Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The 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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Term Loan Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms of the Term Loan Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this

Trademark Security Agreement and the Term Loan Intercreditor Agreement, the terms of the Term Loan Intercreditor Agreement shall govern.

[Signature pages follow.]

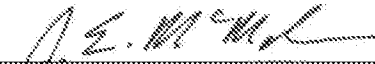
INSIGHT PHARMACEUTICALS LLC

By: 
Name: Ronald M. Lombardi
Title: Chief Financial Officer

[Trademark Security Agreement (ABL)]

TRADEMARK
REEL: 005359 FRAME: 0984

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Justin McMahan
Title: Vice President

[Trademark Security Agreement (ABL)]

TRADEMARK
REEL: 005359 FRAME: 0985

Schedule I
Trademark Registrations and Use Applications

Registrations:

Country	Trademark	Reg. No.	Reg. Date
United States of America	ALLEREST	0709543	10-Jan-1961
United States of America	AMERICAINE	2544673	05-Mar-2002
United States of America	ANACIN	0418790	08-Jan-1946
United States of America	ANACIN	0940857	15-Aug-1972
United States of America	Arrow Design	1331611	23-Apr-1985
United States of America	ASPERGUM	0792115	06-Jul-1965
United States of America	AURO	1236010	03-May-1983
United States of America	AURO-DRI	1430843	03-Mar-1987
United States of America	BACID (Stylized)	0714075	18-Apr-1961
United States of America	BOIL-EASE	0771406	16-Jun-1964
United States of America	BONINE	0697007	03-May-1960
United States of America	CALDESENE	0648836	23-Jul-1957
United States of America	CALDESENE	0990492	13-Aug-1974
United States of America	CEPASTAT	2661393	17-Dec-2002
United States of America	COOLWIPES	3002830	27-Sep-2005
United States of America	CURES MOST VAGINAL YEAST INFECTIONS MONISTAT 7 MICONAZOLE NITRATE ANTIFUNGAL VAGINAL SUPPOSITORIES AND EXTERNAL VULVAR CREAM COMBINATION PACK RELIEVES EXTERNAL VULVAR ITCHING & IRRITATION ASSOCIATED WITH A YEAST INFECTION ORTHO 7 VAGINAL SUPPOSITORIES PLUS EXTERNAL	1857464	11-Oct-1994

Country	Trademark	Reg. No.	Reg. Date
	VULVAR CREAM (and design)		
United States of America	DAY OR NIGHT	3024635	06-Dec-2005
United States of America	DAY OR NIGHT (and design)	3867356	26-Oct-2010
United States of America	DERMAREST	3626182	26-May-2009
United States of America	DERMAREST (and design)	4261139	18-Dec-2012
United States of America	Design Only	3861537	12-Oct-2010
United States of America	Design Only	3886967	07-Dec-2010
United States of America	Design Only (EPT)	2043571	11-Mar-1997
United States of America	Design Only (EPT)	2073575	24-Jun-1997
United States of America	DIABETAID (Stylized)	3075046	04-Apr-2006
United States of America	DUAL ACTION SYSTEM (and design)	4210630	18-Sep-2012
United States of America	E.P.T.	1078692	06-Dec-1977
United States of America	EPT CERTAINTY	2885240	14-Sep-2004
United States of America	EUCALYPTAMINT	2578043	11-Jun-2002
United States of America	EUCALYPTAMINT (and Design)	1777611	22-Jun-1993
United States of America	FROM THE MAKERS OF MONISTAT SOOTHE & RELIEVE PACK	3838618	24-Aug-2010
United States of America	FROM THE MAKERS OF MONISTAT SOOTHE & RELIEVE PACK	3719841	01-Dec-2009
United States of America	FULL PRESCRIPTION STRENGTH MONISTAT 7 MICONAZOLE NITRATE	1858348	18-Oct-1994
United States of America	GENTLE NATURALS (and Leaf Design)	3650366	07-Jul-2009
United States of America	GENTLE NATURALS	2730448	24-Jun-2003
United States of	GENTLE NATURALS	3650236	07-Jul-2009

Country	Trademark	Reg. No.	Reg. Date
America			
United States of America	GUARANTEED ... MADE STRONGER TO LAST LONGER!	2726624	17-Jun-2003
United States of America	KONDREMUL (Stylized)	0275459	23-Sep-1930
United States of America	MADE STRONGER TO LAST LONGER... GUARANTEED	1924860	03-Oct-1995
United States of America	MONISTAT	0848516	07-May-1968
United States of America	MONISTAT (and design)	3775946	13-Apr-2010
United States of America	MONISTAT (and design)	3886968	07-Dec-2010
United States of America	MONISTAT (and design)	4102797	21-Feb-2012
United States of America	MONISTAT (and design)	4264940	25-Dec-2012
United States of America	MONISTAT (and design)	4161608	19-Jun-2012
United States of America	MONISTAT 1 (and design)	2361459	27-Jun-2000
United States of America	MONISTAT 3 (and design)	2378593	22-Aug-2000
United States of America	MONISTAT SOOTHE & RELIEVE PACK	3838619	24-Aug-2010
United States of America	MONISTAT SOOTHE & RELIEVE PACK	3719840	01-Dec-2009
United States of America	MONISTAT-DERM	1214670	02-Nov-1982
United States of America	NIX	1691138	09-Jun-1992
United States of America	NOSTRILLA	1604296	03-Jul-1990
United States of America	POWDER-GEL	3555576	28-Oct-2008
United States of America	PRONTO	3639521	16-Jun-2009
United States of America	PRONTO	1441745	09-Jun-1987
United States of America	PRONTO	1345457	02-Jul-1985

Country	Trademark	Reg. No.	Reg. Date
United States of America	PRONTO PLUS	3639520	16-Jun-2009
United States of America	PRONTO PLUS (and design)	3639534	16-Jun-2009
United States of America	S (and design)	2028228	07-Jan-1997
United States of America	SKIN SHIELD	2667626	31-Dec-2002
United States of America	SO ACCURATE WE CALL IT THE ERROR PROOF TEST	4415825	08-Oct-2013
United States of America	SOOTHING CARE	3146541	19-Sep-2006
United States of America	SUCRETS	0870753	10-Jun-1969
United States of America	SUCRETS	1037225	06-Apr-1976
United States of America	SUCRETS S (and Design Blue)	1969808	23-Apr-1996
United States of America	THERAPAUSE	3176711	28-Nov-2006
United States of America	TING	0993663 ¹	24-Sep-1974
United States of America	TRIPLE ACTION SYSTEM (and design)	3928890	08-Mar-2011
United States of America	TRIPLE ACTION SYSTEM (and design)	4210629	18-Sep-2012
United States of America	URISTAT	4223195	09-Oct-2012
United States of America	URISTAT	2070690	10-Jun-1997
United States of America	VITRON-C	0990672	13-Aug-1974
United States of America	VITRON-C-PLUS	0990673	13-Aug-1974

¹ Currently owned by Sanofi-Aventis Netherlands B.V.

Applications²:

Country	Trademark	App. No.	Filed
United States of America	e.p.t	86/146128	17-Dec-2013
United States of America	E.P.T.	86/112996	07-Nov-2013
United States of America	MONISTAT	86/146100	17-Dec-2013

² All applications are pending ITU applications.