

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316658

| | | | |
|--|---|--|--|
| 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: DELAWARE | | |
| 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 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

| | |
|---------------------------|---------------------------------|
| NAME OF SUBMITTER: | Ken Tan, Legal Assistant |
| SIGNATURE: | /Marina Kelly, Thomson Reuters/ |
| DATE SIGNED: | 09/11/2014 |

Total Attachments: 10

source=4 08 - Trademark Security Agreement (Term)_ Prestige-Insight (EXECUTED) 3 September 2014_(33279916_1)#page1.tif

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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 the term loan 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 a 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. ABL 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 ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security

Agreement and the ABL Intercreditor Agreement, the terms of the ABL Intercreditor Agreement shall govern.

[Signature pages follow.]

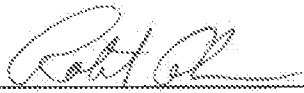
INSIGHT PHARMACEUTICALS LLC

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

[Trademark Security Agreement (Term Loan)]

**TRADEMARK
REEL: 005360 FRAME: 0775**

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Robert Cohen
Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 005360 FRAME: 0776

**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.