
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**Current Report
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): September 3, 2014

PRESTIGE BRANDS HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-32433
(Commission
File Number)

20-1297589
(IRS Employer
Identification No.)

660 White Plains Road
Tarrytown, New York 10591
(Address of Principal Executive Offices, including Zip Code)

(914) 524-6810
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On September 3, 2014, Prestige Brands Holdings, Inc. (the "Company") and its wholly-owned subsidiary, Prestige Brands, Inc. (the "Borrower"), entered into (i) Amendment No. 2 (the "Term Loan Amendment") to the Term Loan Credit Agreement (as amended by Amendment No. 1, dated as of February 21, 2013, the "Term Loan Credit Agreement"), dated as of January 31, 2012, among the Borrower, the Company, the other guarantors from time to time party thereto, each lender from time to time party thereto and Citibank, N.A., as administrative agent and (ii) Amendment No. 3 (the "ABL Amendment" and together with the Term Loan Amendment, the "Amendments") to the ABL Credit Agreement (as amended by that certain Incremental Amendment, dated as of September 12, 2012, and that certain Incremental Amendment, dated as of June 11, 2013, the "ABL Credit Agreement"), dated as of January 31, 2012, among the Borrower, the Company, the other guarantors from time to time party thereto, each lender from time to time party thereto and Citibank, N.A., as administrative agent, L/C issuer and swing line lender.

The Term Loan Amendment provides for (i) the creation of a new class of Term B-2 Loans under the Term Loan Credit Agreement in an aggregate principal amount of \$720.0 million, (ii) increased flexibility under the Term Loan Credit Agreement, including but not limited to additional investment, restricted payment and debt incurrence flexibility and financial maintenance covenant relief and (iii) an interest rate on (x) the Term B-1 Loans that is based, at the Borrower's option, on a LIBOR rate plus a margin of 3.125% per annum, with a LIBOR floor of 1.00%, or an alternate base rate plus a margin, and (y) the Term B-2 Loans that is based, at the Borrower's option, on a LIBOR rate plus a margin of 3.50% per annum, with a LIBOR floor of 1.00%, or an alternate base rate plus a margin (with a margin step-down to 3.25% per annum, based upon achievement of specified secured net leverage ratio).

The ABL Amendment provides for (i) a \$40.0 million increase in revolving commitments under the ABL Credit Agreement and (ii) increased flexibility under the ABL Credit Agreement, including but not limited to additional investment, restricted payment and debt incurrence flexibility.

The Company intends to use the net proceeds from the Term B-2 Loans to finance the previously announced acquisition of the stock of Insight Pharmaceuticals Corporation ("Insight"), to repay its existing senior secured credit facilities, to pay fees and expenses incurred in connection with these transactions and for general corporate purposes.

The foregoing description of the Amendments and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the Amendments, copies of which are attached to this Current Report on Form 8-K as Exhibits 10.1 and 10.2, respectively, and each of which is incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On September 3, 2014, the Company completed its previously announced acquisition of the stock of Insight pursuant to the Stock Purchase Agreement, dated as of April 25, 2014 (the "Purchase Agreement"), by and among a subsidiary of the Company and Insight and its shareholders. Pursuant to the Purchase Agreement, the Company acquired 27 over-the-counter (OTC) pharmaceutical brands sold in North America (including related trademarks, contracts and inventory), which extends the Company's portfolio of OTC brands to include a leading feminine care platform in the U.S. and Canada anchored by Monistat®, the #1 brand in OTC yeast infection treatment.

The foregoing description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, attached as Exhibit 2.5 to the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC") on May 19, 2014, and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information included under Item 1.01 of this report, including Exhibits 10.1 and 10.2, are also responsive to Item 2.03 of this report and are incorporated by reference into this Item 2.03.

Item 7.01 Regulation FD Disclosure.

On September 3, 2014, the Company issued a press release announcing that it had completed the acquisition of Insight, a copy of which is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) *Financial Statements of Businesses Acquired.*

The required financial statements of the Insight business are not included in this Current Report on Form 8-K. These financial statements will be filed through an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date that this Current Report on Form 8-K was required to be filed.

(b) *Pro Forma Financial Information.*

The required pro forma financial information of the Company is not included in this Current Report on Form 8-K. This information will be filed through an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date that this Current Report on Form 8-K was required to be filed.

(d) *Exhibits.*

See Exhibit Index immediately following the signature page.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PRESTIGE BRANDS HOLDINGS, INC.

Date: September 3, 2014

By: /s/ Ronald M. Lombardi
Ronald M. Lombardi
Chief Financial Officer

EXHIBIT INDEX

| Exhibit No. | Description |
|-------------|---|
| 2.1 | Stock Purchase Agreement, dated April 25, 2014, by and among Medtech Products Inc., Insight Pharmaceuticals Corporation, SPC Partners IV, L.P. and the other seller parties thereto (filed as Exhibit 2.5 to the Company's Annual Report on Form 10-K filed with the SEC on May 19, 2014, and incorporated herein by reference). |
| 10.1 | Amendment No. 2, dated as of September 3, 2014, to the Term Loan Credit Agreement (as amended by Amendment No. 1, dated as of February 21, 2013), dated as of January 31, 2012, among Prestige Brands Holdings, Inc., Prestige Brands, Inc., the other Guarantors from time to time party thereto, the lenders from time to time party thereto and Citibank, N.A. as administrative agent. |
| 10.2 | Amendment No. 3, dated as of September 3, 2014, to the ABL Credit Agreement (as amended by that certain Incremental Amendment, dated as of September 12, 2012, and that certain Incremental Amendment, dated as of June 11, 2013), dated as of January 31, 2012, among Prestige Brands Holdings, Inc., Prestige Brands, Inc., the other Guarantors from time to time party thereto, the lenders from time to time party thereto and Citibank, N.A. as administrative agent, L/C issuer and swing line lender. |
| 99.1 | Press Release of Prestige Brands Holdings, Inc. dated September 3, 2014. |

AMENDMENT NO. 2

AMENDMENT NO. 2, dated as of September 3, 2014 (this "Amendment"), to the Credit Agreement dated as of January 31, 2012 (as amended by Amendment No. 1, dated as of February 21, 2013, and as further amended, supplemented, amended and restated 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 other Guarantors from time to time party thereto, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), CITIBANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and the other Agents named therein. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

WHEREAS, Section 2.14 of the Credit Agreement permits the Borrower to establish Incremental Commitments with existing Lenders and/or Additional Lenders pursuant to the terms and conditions set forth therein;

WHEREAS, in connection with the consummation of the 2014 Transactions (as defined in Exhibit A), the Borrower desires to create a new Class of Term B-2 Loans under the Credit Agreement in an aggregate principal amount of up to \$720.0 million, with such Term B-2 Loans having identical terms with, and having the same rights and obligations under the Loan Documents as, the Term B-1 Loans, as set forth in the Credit Agreement and Loan Documents, except as such terms are amended hereby;

WHEREAS, each Person that executes and delivers a joinder to this Amendment substantially in the form of Exhibit B (a "Joinder") as a Term B-2 Lender will make Term B-2 Loans in the amount set forth on the signature page of such Person's Joinder on the effective date of this Amendment to the Borrower, the proceeds of which may be used by the Borrower to consummate the 2014 Transactions;

WHEREAS, the Loan Parties and Required Lenders wish to make certain other amendments set forth in Exhibit A pursuant to amendments authorized by Section 10.01 of the Credit Agreement (the "Other Amendments");

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Amendments.

(a) The Credit Agreement is, effective as of the Amendment No. 2 Effective Date (as defined below), hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement attached as Exhibit A hereto).

(b) Schedules 7.01, 7.02, 7.03, 7.08 and 7.09 attached hereto shall replace in their entirety Sections 7.01(b), 7.02(f), 7.03(b), 7.08 and 7.09 of the Confidential Disclosure Letter.

Section 2. Conditions to Effectiveness (Relating to Establishment of Term B-2 Loans).

The effectiveness of the terms of this Amendment that relate solely to the incurrence of the Term B-2 Loans (the "Term B-2 Amendments") and the obligation of the Term B-2 Lender to make its Term B-2 Loans hereunder shall be subject to the satisfaction of the following conditions precedent (the time upon which such conditions are satisfied, the Term B-2 Loans are made and the Term B-2 Amendments become effective, the "Term B-2 Loan Funding Time"):

(a) The Administrative Agent's receipt of the following, each of which shall be originals or facsimiles or electronic copies (followed promptly by originals) unless otherwise specified:

(1) counterparts of this Amendment executed by (A) each Loan Party, (B) each Term B-2 Lender and (C) the Administrative Agent;

(2) a Note executed by the Borrower in favor of each Lender requesting a Note at least two (2) Business Days prior to the Amendment No. 2 Effective Date, if any.

(3) an opinion of (i) Kirkland & Ellis LLP, New York counsel to the Loan Parties, dated the Amendment No. 2 Effective Date, addressed to each Arranger, the Administrative Agent and the Term B-2 Lenders, substantially in the form previously provided to the Administrative Agent;

(4) (A) a certificate as to the good standing of each Loan Party as of a recent date, from the Secretary of State of the state of its organization or a similar Governmental Authority and (B) a certificate of a Responsible Officer of each Loan Party dated the Amendment No. 2 Effective Date and certifying (I) to the effect that (w) attached thereto is a true and complete copy of the certificate or articles of incorporation or organization such Loan Party certified as of a recent date by the Secretary of State of the state of its organization, or in the alternative (other than in the case of Insight and its Subsidiaries), certifying that such certificate or articles of incorporation or organization have not been amended since the Amendment No. 1 Effective Date, and that such certificate or articles are in full force and effect, (x) attached thereto is a true and complete copy of the by-laws or operating agreements of each Loan Party as in effect on the dated the Amendment No. 2 Effective Date, or in the alternative (other than in the case of Insight and its Subsidiaries), certifying that such by-laws or operating agreements have not been amended since the Amendment No. 1 Effective Date and (y) attached thereto is a true and complete copy of resolutions duly adopted by the board of directors, board of managers or member, as the case may be, of each Loan Party authorizing the execution, delivery and performance of the Loan Documents to which such Loan Party is a party, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, or in the alternative (other than in the case of Insight and its Subsidiaries), certifying that such resolutions have not been amended since the Amendment No. 1 Effective Date and (II) as to the incumbency and specimen signature of each officer executing any Loan Document on behalf of any Loan Party and signed by another officer as to the incumbency and specimen signature of the Responsible Officer executing the certificate pursuant to this clause (B) or in the alternative (other than in the case of Insight and its Subsidiaries), certifying that the incumbency and specimen signature for each officer executing any Loan Document on behalf of any Loan Party has not changed since the Amendment No. 1 Effective Date;

(5) a certificate signed by a Responsible Officer of the Borrower certifying as to the satisfaction of the conditions set forth in paragraphs (c), (e), (f), (g) and (j) of this Section 2; and

(6) a certificate signed by the chief financial officer, chief accounting officer or other officer with equivalent duties of the Borrower, certifying that, after giving effect to the 2014 Transactions, the Borrower and its subsidiaries on a consolidated basis are solvent.

(b) Prior to or substantially simultaneously with the borrowing under the Term B-2 Facility (i) the Insight Acquisition shall have been consummated or shall be consummated, in all material respects in accordance with the terms of the Insight Acquisition Agreement, dated April 25, 2014, without giving effect to any amendments, consents or waivers by you thereto that are material and adverse to the Lenders or the Amendment No. 2 Arrangers (as reasonably determined by the Lead Arranger), without the prior consent of the Amendment No. 2 Arrangers (such consent not to be unreasonably withheld, delayed or conditioned) (it being understood that (a) any reduction in the purchase price of, or consideration for, the Insight Acquisition is not material and adverse to the interests of the Lenders or the Lead Arranger, but shall reduce the commitment for the Term B-2 Loans and (b) any amendment to the definition of "Material Adverse Effect" is material and adverse to the interests of the Lenders and the Amendment No. 2 Arrangers) and (ii) the 2014 Refinancing shall have been consummated (and customary pay-off and lien release documentation in connection therewith shall have been delivered to the Administrative Agent).

(c) No change, effect, event, occurrence, state of facts or development shall have occurred since December 31, 2013 that constitutes, either individually or in the aggregate, a Material Adverse Effect (as defined in the Insight Acquisition Agreement).

(d) With respect to Insight and its Subsidiaries, the Administrative Agent's receipt of the following each in form and substance reasonably satisfactory to the Administrative Agent and its legal counsel:

(i) Security Agreement Supplement;

(ii) joinder to the Intercreditor Agreement;

(iii) joinder to the Credit Agreement;

(iv) counterpart to the Intercompany Note;

(v) certificates, if any, representing the Pledged Equity of Insight and its Subsidiaries required to be delivered pursuant to the Collateral and Guarantee Requirement, accompanied by undated stock powers executed in blank and instruments evidencing the Pledged Debt indorsed in blank; and

(vi) to the extent requested by the Administrative Agent, evidence that all other actions, recordings and filings required by the Collateral Documents that the Administrative Agent may deem reasonably necessary to satisfy the Collateral and Guarantee Requirement shall have been taken, completed or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent;

provided, however, that, each of the requirements set forth in this clause (d), including the delivery of documents and instruments necessary to satisfy the Collateral and Guarantee Requirement (except for the execution and delivery of the documents in clauses (i) through (iv) above and to the extent that a Lien on such Collateral may be perfected (x) by the filing of a financing statement under the Uniform Commercial Code or (y) by the delivery of stock certificates of Insight and its wholly owned Material Domestic Subsidiaries other than any Unrestricted Subsidiaries) shall not constitute conditions precedent to the borrowing of the Term B-2 Loans on the Amendment No. 2 Effective Date after the Borrower's use of commercially reasonable efforts to provide such items on or prior to the Amendment No. 2 Effective Date or without undue burden or expense if the Borrower agrees to deliver, or cause to be delivered, such search results, documents and instruments, or take or cause to be taken such other actions as may be required to perfect such security interests within ninety (90) days after the Amendment No. 2 Effective Date (subject to extensions approved by the Administrative Agent in its reasonable discretion).

(e) The Specified Representations shall be true and correct in all material respects (or, if qualified by "materiality," "Material Adverse Effect" or similar language, in all respects (after giving effect to such qualification)) on and as of the Amendment No. 2 Effective Date; *provided* that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date.

(f) The representations and warranties made by Insight in the Insight Acquisition Agreement that are material to the interests of the Lenders shall be true and correct, but only to the extent that Holdings or the Borrower has the right to terminate its obligations under the Insight Acquisition Agreement as a result of a breach of such representations and warranties.

(g) The Borrower and its Restricted Subsidiaries shall be in compliance with the covenants set forth in Section 7.11 of the Credit Agreement, determined on a Pro Forma Basis as of the Amendment No. 2 Effective Date and the last day of the most recently ended Test Period, in each case, as if any Term B-2 Loans had been outstanding on the last day of such fiscal quarter of the Borrower for testing compliance therewith.

(h) The Amendment No. 2 Arrangers shall have received (a) audited consolidated balance sheets of Holdings and related statements of income, changes in equity and cash flows of the Borrower for the three most recent fiscal years ended at least 90 days prior to the Amendment No. 2 Effective Date, (b) audited consolidated balance sheets of Insight and related audited consolidated statements of operations, stockholders' equity and cash flows of Insight for the fiscal years ended December 31, 2011, December 31, 2012 and December 31, 2013, (c) unaudited consolidated balance sheets and related statements of income, changes in equity and cash flows of Holdings for each subsequent fiscal quarter (other than the fourth fiscal quarter of Holdings' fiscal year) after the date of the most recent financial statements delivered pursuant to clause (a) above and ended at least 45 days before the Amendment No. 2 Effective Date and (d) an unaudited consolidated balance sheet of Insight as of March 31, 2014 and related unaudited consolidated statement of operations, stockholders' equity and cash flows of Insight for the three (3)-month fiscal period then ended, as well as an unaudited consolidated balance sheet and related unaudited consolidated statement of operations, stockholders' equity and cash flows of Insight as of the end of and for each fiscal quarter of Insight that ends after March 31, 2014 but at least 45 days prior to the Amendment No. 2 Effective Date.

(i) The Amendment No. 2 Arrangers shall have received a pro forma consolidated balance sheet and related pro forma consolidated statement of income of the Borrower as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days prior to the Amendment No. 2 Effective Date (or 90 days in case such four-fiscal quarter period is the end of the Borrower's fiscal year), prepared after giving effect to the 2014 Transactions as if the 2014 Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of income).

(j) No Default or Event of Default shall exist, or would result from the Amendment and related Term B-2 Loans or from the application of the proceeds therefrom.

(k) All fees required to be paid on the Amendment No. 2 Effective Date pursuant to the Fee Letter and reasonable out-of-pocket expenses required to be paid to the Amendment No. 2 Arrangers on the Amendment No. 2 Effective Date, to the extent invoiced at least three business days prior to the Closing Date (except as otherwise reasonably agreed by the Borrower), shall, upon the borrowing under the Term B-2 Facility, have been paid (which amounts may be offset against the proceeds of the Term B-2 Facility).

(l) The Administrative Agent and the Amendment No. 2 Arrangers shall have received all documentation and other information about the Borrower and the Guarantors as has been reasonably requested in writing at least 15 days prior to the Amendment No. 2 Effective Date by the Administrative Agent or the Amendment No. 2 Arrangers that they reasonably determine is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act.

(m) The Administrative Agent shall have received a Committed Loan Notice not later than 1:00 p.m. (New York time) on the Business Day prior to the date of the proposed Credit Extension.

(n) The Administrative Agent shall have received the executed counterparts of the Joinder executed by the Borrower and each Term B-2 Lender.

Section 3. Conditions to Effectiveness of the Other Amendments.

The effectiveness of the Other Amendments set forth in Exhibit A, shall be subject to the satisfaction of the following conditions precedent (the date upon which the Other Amendments become effective, the "**Amendment No. 2 Effective Date**"):

(a) The Term B-2 Loan Funding Time shall have occurred.

(b) Counterparts of this Amendment shall have been executed by the Required Lenders (after giving effect to the incurrence of the Term B-2 Loans).

Section 4. Expenses.

The Borrower agrees to reimburse the Administrative Agent for its reasonable and documented out-of-pocket expenses incurred by them in connection with this Amendment, including the reasonable fees, charges and disbursements of Cahill Gordon & Reindel LLP, counsel for the Administrative Agent.

Section 5. Counterparts.

This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law and Waiver of Right to Trial by Jury.

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The jurisdiction and waiver of right to trial by jury provisions in Section 10.15 and 10.16 of the Credit Agreement are incorporated herein by reference mutatis mutandis.

Section 7. Headings.

The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 8. Reaffirmation.

Each Loan Party hereby expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Amendment and the transactions contemplated hereby and (ii) its guarantee of the Obligations (including, without limitation, in respect of the Term B-2 Loans hereunder) under the Guaranty, as applicable, and its grant of Liens on the Collateral to secure the Obligations (including, without limitation, in respect of the Term B-2 Loans hereunder) pursuant to the Collateral Documents.

Section 9. Effect of Amendment.

Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. For the avoidance of doubt, on and after the Amendment No. 2 Effective Date, this Amendment shall for all purposes constitute a Loan Document.

Section 10. FATCA.

For purposes of determining withholding Taxes imposed under FATCA, including any FATCA-related compliance of any Person with Section 3.01(e) of the Credit Agreement, from and after the Amendment No. 2 Effective Date, the Borrower and the Administrative Agent agree to treat (and the Lenders hereby authorize the Borrower and the Administrative Agent to treat) (i) the Term B-1 Loans as no longer qualifying as “grandfathered obligations” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i) and 1.1471-2T(b)(2), and (ii) the Term B-2 Loans as not qualifying as “grandfathered obligations” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i) and 1.1471-2T(b)(2).

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

PRESTIGE BRANDS HOLDINGS, INC.¹, as Holdings and a Guarantor

By: /s/ Ron Lombardi
Name: Ronald M. Lombardi
Title: Chief Financial Officer and Treasurer

PRESTIGE BRANDS, INC., as Borrower

By: /s/ Ron Lombardi
Name: Ronald M. Lombardi
Title: Chief Financial Officer and Treasurer

BLACKSMITH BRANDS, INC.

MEDTECH HOLDINGS, INC.

MEDTECH PRODUCTS INC.

PRESTIGE BRANDS HOLDINGS, INC.²

PRESTIGE BRANDS INTERNATIONAL, INC.

PRESTIGE SERVICES CORP.

THE CUTEX COMPANY

THE SPIC AND SPAN COMPANY,

as Subsidiary Guarantors

By: /s/ Ron Lombardi
Name: Ronald M. Lombardi
Title: Chief Financial Officer

¹ A Delaware corporation

² A Virginia corporation

CITIBANK, N.A., as Administrative Agent

By: /s/ Caesar Wyszomirski
Name: Caesar Wyszomirski
Title: Vice President

CITIBANK, N.A., as a Lender

By: /s/ Justin Tichauer
Name: Justin Tichauer
Title: Vice President

JOINDER AGREEMENT

JOINDER AGREEMENT, dated as of September 3, 2014 (this "Agreement"), by and among CITIBANK, N.A. (the "Term B-2 Lender"), PRESTIGE BRANDS, INC. (the "Borrower"), and CITIBANK, N.A. (the "Administrative Agent").

RECITALS:

WHEREAS, reference is hereby made to the Credit Agreement, dated as of January 31, 2012 (as amended by Amendment No. 1, dated as of February 21, 2013, and as further amended, supplemented, amended and restated or otherwise modified in writing 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 other Guarantors from time to time party thereto, each lender from time to time party thereto and CITIBANK, N.A., as Administrative Agent and the other Agents named therein (capitalized terms used but not defined herein having the meaning provided in the Credit Agreement (as amended by Amendment No. 2));

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Borrower may establish Incremental Commitments (the "Term B-2 Commitments") with existing Lenders and/or Additional Lenders; and

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Term B-2 Lender shall become a Lender pursuant to a Joinder Agreement;

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

The Term B-2 Lender hereby agrees to provide the Term B-2 Commitment set forth on its signature page hereto pursuant to and in accordance with Section 2.14 of the Credit Agreement. The Term B-2 Commitments provided pursuant to this Agreement shall be subject to all of the terms in the Credit Agreement and to the conditions set forth in Section 2.14 of the Credit Agreement, and shall be entitled to all the benefits afforded by the Credit Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guarantees and security interests created by the Collateral Documents.

The Term B-2 Lender, the Borrower and the Administrative Agent acknowledge and agree that the Term B-2 Commitments provided pursuant to this Agreement shall constitute Incremental Commitments for all purposes of the Credit Agreement and the other applicable Loan Documents. The Term B-2 Lender hereby agrees to make the Term B-2 Loan to the Borrower in an amount equal to its Term B-2 Commitment on the Amendment No. 2 Effective Date in accordance with Section 2.01(c) of the Credit Agreement.

The Term B-2 Lender (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents (including Amendment No. 2), together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender or Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

Upon (i) the execution of a counterpart of this Agreement by the Term B-2 Lender, the Administrative Agent and the Borrower and (ii) the delivery to the Administrative Agent of a fully executed counterpart (including by way of telecopy or other electronic transmission) hereof, the Term B-2 Lender shall become a Lender under the Credit Agreement and shall have the respective Term B-2 Commitment set forth on its signature page hereto, effective as of the Amendment No. 2 Effective Date.

This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

This Agreement, the Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

CITIBANK, N.A.,
as Term B-2 Lender

By:

Name:
Title:

Term B-2 Commitments:

\$720,000,000

B-3

PRESTIGE BRANDS, INC.

By:

Name:

Title:

Accepted:
CITIBANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

AMENDMENT NO. 3

This Amendment No. 3 (this "Amendment"), dated as of September 3, 2014, is entered into among Prestige Brands, Inc., a Delaware corporation ("Borrower"), Prestige Brands Holdings, Inc., a Delaware corporation ("Holdings"), the Subsidiaries of the Borrower identified as "Guarantors" on the signature pages hereto (the "Subsidiary Guarantors" and, together with Holdings, the "Guarantors"), the Incremental Lenders (as defined below) signatory hereto (in their capacities as such), the Lenders party hereto and Citibank, N.A., in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and in its capacity as L/C Issuer and Swing Line Lender and amends that certain ABL Credit Agreement dated as of January 31, 2012 (as amended by that certain Incremental Amendment, dated as of September 12, 2012, that certain Incremental Amendment dated as of June 11, 2013 and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement") entered into among the Borrower, the institutions from time to time party thereto as Lenders (the "Lenders"), the Administrative Agent, L/C Issuer and the other agents and arrangers named therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

WITNESSETH:

WHEREAS, Section 2.14 of the Credit Agreement provides that Borrower may from time to time make Incremental Commitment Requests, subject to the terms and conditions set forth therein;

WHEREAS, in connection with the consummation of the 2014 Transactions (as defined in Exhibit A), the Borrower desires to create a new class of term loans and affect certain other amendments under the Term Loan Credit Agreement pursuant to an amendment thereto dated the date hereof (the "Term Loan Amendment");

WHEREAS, each Person identified on Schedule 1 hereto (each, an "Incremental Lender", and collectively, the "Incremental Lenders") has agreed (on a several and not a joint basis), subject to the terms and conditions set forth herein and in the Credit Agreement, to provide a Revolving Commitment Increase in the amount set forth opposite such Incremental Lender's name on Schedule 1 hereto (and the total amount of Revolving Commitment Increases made pursuant to this Amendment shall be \$40,000,000); and

WHEREAS, Section 10.01 of the Credit Agreement permits certain amendments of the Credit Agreement with the consent of the Supermajority Lenders, Administrative Agent and the applicable Loan Parties.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Incremental Amendment

This Amendment includes an Incremental Amendment referred to in Section 2.14(f) of the Credit Agreement, and Borrower and each Incremental Lender hereby agrees that, subject to the satisfaction of the conditions in Section 3 hereof, on the September 2014 Amendment Closing Date (as defined below), the Revolving Commitment Increase of such Incremental Lender shall become effective and the Revolving Credit Commitments shall be deemed increased by the amount of the Revolving Commitment Increases of such Incremental Lenders. After giving effect to such Revolving Commitment Increases, the Revolving Credit Commitment of each Revolving Credit Lender shall be as set forth on Schedule 2 hereto (and such Schedule 2 shall supersede Schedule 2 to the Incremental Amendment to the Credit Agreement dated June 11, 2013). Subject to the satisfaction of the conditions set forth in Section 3 of this Amendment, the Incremental Facility Closing Date with respect to the Revolving Commitment Increases contemplated by this Amendment shall be September 3, 2014 (the "September 2014 Amendment Closing Date").

Section 2. Other Amendments

(a) The Credit Agreement is, effective as of the September 2014 Amendment Closing Date, hereby further amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement attached as Exhibit A hereto).

(b) Schedules 7.01, 7.02, 7.03, 7.08 and 7.09 attached hereto shall replace in their entirety Sections 7.01(b), 7.02(f), 7.03(b), 7.08 and 7.09 of the Confidential Disclosure Letter.

Section 3. Conditions Precedent to the Effectiveness of this Amendment

This Amendment shall become effective as of the date when, and only when, the following conditions precedent have been satisfied:

(a) Administrative Agent shall have received counterparts of this Amendment duly executed by (1) the Borrower, (2) each Guarantor, (3) the Administrative Agent, (4) the Incremental Lenders and (5) the Supermajority Lenders.

(b) (x) no Default or Event of Default shall exist after giving effect to this Amendment and any Revolving Loans made pursuant thereto on the September 2014 Amendment Closing Date and (y) after giving effect to the Revolving Commitment Increases contemplated hereby, the conditions of Section 4.02(i) of the Credit Agreement shall be satisfied (it being understood that all references to "the date of such Credit Extension" or similar language in such Section 4.02(i) shall be deemed to refer to the September 2014 Amendment Closing Date).

(c) The Borrower shall have paid (x) to the Administrative Agent, for the account of each Lender that consents hereto, a fee equal to 0.10% of the Revolving Credit Commitments of such Lender immediately prior to the effectiveness of this Amendment and (y) to the Administrative Agent, for the account of each Incremental Lender, such fees as the Borrower shall separately have agreed to pay such Person.

(d) The Administrative Agent shall have received the executed legal opinion of Kirkland & Ellis LLP, counsel to the Borrower and the Guarantors, in form and substance reasonably satisfactory to the Administrative Agent.

(e) The Term Loan Amendment shall have substantially simultaneously become effective in accordance with its terms.

(f) With respect to Insight and its Subsidiaries, the Administrative Agent's receipt of the following each in form and substance reasonably satisfactory to the Administrative Agent and its legal counsel:

(i) Security Agreement Supplement;

(ii) joinder to the Term Loan Intercreditor Agreement;

(iii) joinder to the Credit Agreement;

(iv) counterpart to the Intercompany Note;

(v) subject to the Term Loan Intercreditor Agreement, certificates, if any, representing the Pledged Equity of Insight and its Subsidiaries required to be delivered pursuant to the Collateral and Guarantee Requirement, accompanied by undated stock powers executed in blank and instruments evidencing the Pledged Debt indorsed in blank; and

(vi) to the extent requested by the Administrative Agent, evidence that all other actions, recordings and filings required by the Collateral Documents that the Administrative Agent may deem reasonably necessary to satisfy the Collateral and Guarantee Requirement shall have been taken, completed or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent.

Section 4. Representations and Warranties

On and as of the September 2014 Amendment Closing Date, after giving effect to this Amendment, the Borrower hereby represents and warrants to the Administrative Agent and the Lenders as follows:

(a) The execution, delivery and performance by each Loan Party of this Amendment (a) has been duly authorized by all necessary corporate or other organizational action, and (b) does not (i) contravene the terms of any of such Person's Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.01 of the Credit Agreement), or require any payment to be made under (x) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (y) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clauses (ii) and (iii), to the extent that such violation, conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect;

(b) No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Amendment, except for (i) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect or (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect (except to the extent not required to be obtained, taken, given or made or in full force and effect pursuant to the Collateral and Guarantee Requirement);

(c) this Amendment and the Loan Documents (as amended hereby) has been duly executed and delivered by each Loan Party that is a party thereto. This Agreement and each other Loan Document (as amended hereby) constitutes, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is a party thereto in accordance with its terms, except as such enforceability may be limited by (i) Debtor Relief Laws and by general principles of equity and (ii) the need for filings and registrations necessary to create or perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties and (iii) the effect of foreign Laws, rules and regulations as they relate to pledges of Equity Interests in Foreign Subsidiaries; and

(d) (x) no Default or Event of Default shall exist after giving effect to this Amendment and any Revolving Loans made pursuant thereto on the September 2014 Amendment Closing Date and (y) after giving effect to the Revolving Commitment Increases contemplated hereby, the conditions of Section 4.02(i) of the Credit Agreement are satisfied (it being understood that all references to "the date of such Credit Extension" or similar language in such Section 4.02(i) shall be deemed to refer to the September 2014 Amendment Closing Date).

Section 5. Reallocation

The reallocation of the Revolving Credit Lenders' Revolving Credit Loans contemplated by Section 2.14(g) with respect to any Revolving Commitment Increase shall occur with respect to the Revolving Commitment Increases contemplated hereby on the September 2014 Amendment Closing Date, and the Incremental Lenders shall make such Revolving Credit Loans on the September 2014 Amendment Closing Date as may be required to effectuate such reallocation. Furthermore, on the September 2014 Amendment Closing Date, all participations in L/C Obligations and Swing Line Loans shall be reallocated pro rata among the Revolving Credit Lenders after giving effect to the Revolving Commitment Increases contemplated hereby.

Section 6. Reference to and Effect on the Loan Documents

(a) As of the September 2014 Amendment Closing Date, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference in the other Loan Documents to the Credit Agreement (including, without limitation, by means of words like "thereunder," "thereof" and words of like import), shall mean and be a reference to the Credit Agreement as amended hereby, and this Amendment and the Credit Agreement shall be read together and construed as a single instrument. Each of the table of contents and lists of Exhibits and Schedules of the Credit Agreement shall be amended to reflect the changes made in this Amendment as of the September 2014 Amendment Closing Date.

(b) Except as expressly amended hereby or specifically waived above, all of the terms and provisions of the Credit Agreement and all other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lenders, the Borrower or the Administrative Agent under any of the Loan Documents, nor constitute a waiver or amendment of any other provision of any of the Loan Documents or for any purpose except as expressly set forth herein.

(d) This Amendment shall constitute a Loan Document under the terms of the Credit Agreement.

Section 7. Acknowledgement and Reaffirmation of Guarantors

The Guarantors acknowledge and consent to all terms and conditions of this Amendment and agree that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge the Guarantors' obligations under the Loan Documents. Each Guarantor hereby ratifies and confirms its obligations under the Loan Documents, including the Collateral and Guarantee Requirement of the Credit Agreement and including, without limitation, its guarantee of the Obligations and its grant of the security interest in the Collateral (as defined in the Security Agreement) to secure the Obligations (including any Obligations resulting from the Revolving Commitment Increases contemplated hereby).

Section 8. Costs and Expenses

The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, reproduction, execution and delivery of this Amendment (including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto).

Section 9. Execution in Counterparts

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment. The Administrative Agent may also require that any such documents and signatures delivered by telecopier be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier.

Section 10. Approval

To the extent required by the proviso to Section 2.14(c) of the Credit Agreement, the Administrative Agent, the Swing Line Lender and the L/C Issuer hereby consent to the provision by the Incremental Lenders providing Revolving Commitment Increases pursuant to the Amendment.

Section 11. Governing Law

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AMENDMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AMENDMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY (BOROUGH OF MANHATTAN) OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AMENDMENT, EACH LOAN PARTY, THE ADMINISTRATIVE AGENT, THE SWING LINE LENDER, THE L/C ISSUER AND EACH LENDER, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND AGREES THAT IT WILL NOT COMMENCE OR SUPPORT ANY SUCH ACTION OR PROCEEDING IN ANOTHER JURISDICTION. EACH LOAN PARTY, THE ADMINISTRATIVE AGENT, THE SWING LINE LENDER, THE L/C ISSUER AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER) IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AMENDMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 12. Notices

All communications and notices hereunder shall be given as provided in the Credit Agreement.

Section 13. Waiver of Jury Trial

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 14. FATCA

For purposes of determining withholding Taxes imposed under FATCA, including any FATCA-related compliance of any Person with Section 3.01(e) of the Credit Agreement, from and after the September 2014 Amendment Closing Date, the Borrower and the Administrative Agent agree to treat (and the Lenders hereby authorize the Borrower and the Administrative Agent to treat) this Amendment, the Credit Agreement and any Obligations hereunder and thereunder (including any advances or other Obligations outstanding on the September 2014 Amendment Closing Date) as no longer qualifying as “grandfathered obligations” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i) and 1.1471-2T(b)(2).

Section 15. Waivers

The parties hereto agree to waive the notice requirement for Eurocurrency Rate Loans set forth in Section 2.02(a) of the Credit Agreement with respect to any such Loans extended on the September 2014 Amendment Closing Date.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PRESTIGE BRANDS HOLDINGS, INC.¹, as Holdings and Guarantor

By: /s/ Ron Lombardi
Name: Ronald M. Lombardi
Title: Chief Financial Officer and Treasurer

PRESTIGE BRANDS, INC., as Borrower

By: /s/ Ron Lombardi
Name: Ronald M. Lombardi
Title: Chief Financial Officer and Treasurer

BLACKSMITH BRANDS, INC.

MEDTECH HOLDINGS, INC.

MEDTECH PRODUCTS INC.

PRESTIGE BRANDS HOLDINGS, INC.²

PRESTIGE BRANDS INTERNATIONAL, INC.

PRESTIGE SERVICES CORP.

THE CUTEX COMPANY

THE SPIC AND SPAN COMPANY, as Subsidiary Guarantors

By: /s/ Ron Lombardi
Name: Ronald M. Lombardi
Title: Chief Financial Officer

¹ A Delaware corporation

² A Virginia corporation

CITIBANK, N.A., as Administrative Agent, Swing Line Lender, L/C Issuer,
Lender and as an Incremental Lender

By: /s/ Justin McMahan
Name: Justin McMahan
Title: Vice President

[Prestige Brands – Signature Page to Amendment No. 3 (ABL)]

MORGAN STANLEY BANK, N.A.,
as a Lender and as an Incremental Lender

By: /s/ Lisa Hansen
Name: Lisa Hansen
Title: Authorized Signatory

[Prestige Brands – Signature Page to Amendment No. 3 (ABL)]

ROYAL BANK OF CANADA, as a Lender and as an Incremental Lender

By: /s/ John Flores

Name: John Flores

Title: Authorized Signatory

[Prestige Brands – Signature Page to Amendment No. 3 (ABL)]

DEUTSCHE BANK TRUST COMPANY AMERICAS, as a Lender and as an Incremental Lender

By: /s/ Peter Cucchiara
Name: Peter Cucchiara
Title: Vice President

By: /s/ Michael Winters
Name: Michael Winters
Title: Vice President

[Prestige Brands – Signature Page to Amendment No. 3 (ABL)]

Revolving Commitment Increase

| Incremental Lender | Revolving Commitment Increase |
|--------------------------------------|-------------------------------|
| Citibank, N.A. | \$9,500,000 |
| Morgan Stanley Bank, N.A. | \$9,500,000 |
| Royal Bank of Canada | \$9,500,000 |
| Deutsche Bank Trust Company Americas | \$11,500,000 |
| Total | \$40,000,000 |

Revolving Credit Commitments

| Lender | Revolving Credit Commitments |
|--------------------------------------|------------------------------|
| Citibank, N.A. | \$39,500,000 |
| Morgan Stanley Bank, N.A. | \$39,500,000 |
| Royal Bank of Canada | \$39,500,000 |
| Deutsche Bank Trust Company Americas | \$16,500,000 |
| Total | \$135,000,000 |

Prestige Brands Holdings, Inc. Completes Purchase of Insight Pharmaceuticals Corporation

Tarrytown, NY, (Business Wire), September 3, 2014--Prestige Brands Holdings, Inc. (NYSE:PBH) ("Prestige") today announced that it has closed the previously announced acquisition of Insight Pharmaceuticals Corporation ("Insight"), a marketer and distributor of feminine care and other over-the-counter ("OTC") healthcare products.

The closing followed the Federal Trade Commission's ("FTC") approval of the acquisition, and was finalized pursuant to the terms of the purchase agreement announced on April 25, 2014. The acquisition will extend Prestige's portfolio of iconic OTC brands to include a leading feminine care platform in the U.S. and Canada anchored by Monistat®, the #1 brand in OTC yeast infection treatment. The acquisition will also add brands to Prestige's cough/cold, pain relief, ear care and dermatological platforms. This transaction is expected to result in pro forma revenues and adjusted EBITDA of approximately \$800 million and \$300 million, respectively, for the Company in fiscal 2015. The purchase of Insight will be immediately accretive to the Company's earnings per share and free cash flow per share, exclusive of transaction, integration and purchase accounting items.

Sawaya Segalas & Co., LLC acted as exclusive financial advisor to Prestige Brands on this transaction.

About Prestige Brands Holdings, Inc.

The Company markets and distributes brand name over-the-counter and household cleaning products throughout the U.S., Canada, Australia, and in certain other international markets. Core brands include Chloraseptic® sore throat treatments, Clear Eyes® eye care products, Compound W® wart treatments, The Doctor's® NightGuard® dental protector, the Little Remedies® and PediaCare® lines of pediatric over-the-counter products, Efferdent® denture care products, Luden's® throat drops, Dramamine® motion sickness treatment, BC® and Goody's® pain relievers, Beano® gas prevention, Debrox® earwax remover, and Gaviscon® antacid in Canada.

Note Regarding Forward-Looking Statements

This news release contains "forward-looking statements" within the meaning of the federal securities laws that are intended to qualify for the Safe Harbor from liability established by the Private Securities Litigation Reform Act of 1995. "Forward-looking statements" generally can be identified by the use of forward-looking terminology such as "project," "will," "expect," "goal," "positioned," or "continue" (or the negative or other derivatives of each of these terms) or similar terminology. The "forward-looking statements" include, without limitation, statements regarding the acquisition's expected impact on earnings per share and free cash flow per share for fiscal 2015 and the Company's expectations that the acquisition will be immediately accretive to earnings per share and cash flow, exclusive of transaction, integration and purchase accounting items. These statements are based on management's estimates and assumptions with respect to future events and financial performance and are believed to be reasonable, though are inherently uncertain and difficult to predict. Actual results could differ materially from those in the forward-looking statements as a result of a variety of factors, including the impact of foreign exchange, general economic and business conditions, our ability to successfully integrate the Insight brands into our business, competitive pressures, unexpected costs, liabilities and disruptions resulting from the integration, or adverse changes in the laws or regulations where Insight products are sold. A discussion of other factors that could cause results to vary is included in the Company's Annual Report on Form 10-K for the year ended March 31, 2014 and other periodic reports filed with the Securities and Exchange Commission. Except to the extent required by applicable securities laws, we are not under any obligation to (and expressly disclaim any such obligation to) update any forward-looking statements, whether as a result of new information, future events, or otherwise. All statements contained in this press release are made only as of the date of this release.

Non-GAAP Pro Forma Projected Full Fiscal Year 2015 Financial Measures

Pro forma adjusted EBITDA is a non-GAAP financial measure and is arrived at by taking pro forma net income of \$89 million and adding back depreciation and amortization of \$31 million, interest expense of \$103 million, taxes of \$52 million, and \$25 million of transaction, integration and other items to arrive at projected non-GAAP pro forma adjusted EBITDA of \$300 million. This assumes ownership of both the Insight and Hydralyte acquisitions for the full year. We are presenting this pro forma information as supplemental disclosure because we believe it is a useful tool for investors to assess the operating performance of the business without the effect of these items.

Contact:

Dean Siegal, 914-524-6819
