
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): December 17, 2013

PRESTIGE BRANDS HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware

001-32433

20-1297589

(State or other
jurisdiction of
incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

660 White Plains Road
Tarrytown, New York 10591

(Address of principal executive offices, including zip code)
(914) 524-6800

(Registrant's telephone number, including area code)

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:

- 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))
-
-

Item 1.01 Entry into a Material Definitive Agreement.

Indenture Governing the Notes

On December 17, 2013 (the “Closing Date”), Prestige Brands Holdings, Inc.’s (the “Company”) wholly-owned subsidiary, Prestige Brands, Inc. (“Prestige Brands” or the “Issuer”), issued \$400 million in aggregate principal amount of 5.375% Senior Notes due 2021 (the “Notes”). The Notes were issued pursuant to an Indenture, dated as of the Closing Date (the “Indenture”), among Prestige Brands, the Company, as a guarantor, and certain other subsidiaries of the Company, as guarantors, and U.S. Bank National Association, as trustee (the “Trustee”).

The Notes will mature on December 15, 2021. The Issuer will pay interest on the Notes at a rate of 5.375% per annum in cash semiannually, in arrears, on June 15 and December 15 of each year, commencing on June 15, 2014. The Issuer will make each interest payment to the holders of record of the Notes on the immediately preceding June 1 and December 1.

The Notes are senior unsecured obligations of the Issuer and will be effectively subordinated to secured obligations of the Issuer to the extent of the value of the assets securing such obligations, rank equal in right of payment to all existing and future unsecured obligations of the Issuer that are not, by their terms, expressly subordinated in right of payment to the Notes, rank senior in right of payment to all existing and future obligations of the Issuer that are, by their terms, expressly subordinated in right of payment to the Notes and be structurally subordinated to any existing and future obligations of any subsidiaries of the Issuer that are not subsidiary guarantors.

The Issuer may redeem some or all of the Notes at any time prior to December 15, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any, on such Notes plus an applicable make-whole premium. On or after December 15, 2016, the Issuer may redeem some or all of the Notes at redemption prices set forth in the Indenture. In addition, at any time prior to December 15, 2016, the Issuer may redeem up to 35% of the aggregate principal amount of the Notes at a redemption price equal to 105.375% of the principal amount thereof plus accrued and unpaid interest to the redemption date, with the net cash proceeds of certain equity offerings, provided that certain conditions are met.

The payment of principal, premium (if any) and interest on the Notes is unconditionally guaranteed, jointly and severally, on a senior unsecured basis by the Company and certain other direct or indirect wholly-owned existing and future domestic restricted subsidiaries. Under certain circumstances, subsidiary guarantors may be released from their guarantees without the consent of the holders of the Notes.

The terms of the Indenture, among other things, limit the ability of the Issuer and the Company to incur additional debt and issue preferred stock; pay dividends or make other restricted payments; make certain investments; create liens; allow restrictions on the ability of certain of their respective subsidiaries to pay dividends or make other payments to them; sell assets; merge or consolidate with other entities; and enter into transactions with affiliates.

Subject to certain limitations, in the event of a Change of Control (as defined in the Indenture), the Issuer will be required to make an offer to purchase the Notes at a price equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest, if any, to the date of repurchase.

The Indenture provides for customary events of default which include (subject in certain cases to customary grace and cure periods), among others, nonpayment of principal or interest; breach of other covenants or agreements in the Indenture; failure to pay certain other indebtedness; failure to pay certain final judgments; failure of certain guarantees to be enforceable; and certain events of bankruptcy or insolvency. Generally, if an event of default occurs, the Trustee or the holders of at least 25% in aggregate principal amount of the then outstanding series of Notes may declare all Notes of such series to be due and payable immediately.

The foregoing description of the Indenture and the Notes does not purport to be complete and is qualified in its entirety by reference to the Indenture and the form of Note, copies of which will be filed as exhibits to the Company’s Quarterly Report on Form 10-Q for the quarter ending December 31, 2013.

Supplemental Indenture for the 8.25% Senior Notes due 2018

On the Closing Date, the Company announced that Prestige Brands received, pursuant to their previously announced cash tender offer and related consent solicitation for any and all of their outstanding 8.25% Senior Notes due 2018 (the “2018 Notes”), the requisite consents to adopt proposed amendments to the 2010 Indenture (as defined below), under which the 2018 Notes were issued. The tender offer and consent solicitation are being made upon the terms and conditions set forth in an Offer to Purchase and Consent Solicitation Statement dated December 3, 2013.

As of 5:00 p.m. New York City time, on December 16, 2013, holders of 80.68% of the 2018 Notes had tendered their 2018 Notes in the tender offer and consented to the proposed amendments to the 2010 Indenture.

In conjunction with receiving the requisite consents, Prestige Brands entered into the second supplemental indenture (the “Second Supplemental Indenture”) to the Indenture, dated as of March 24, 2010, by and among Prestige Brands, Inc., the guarantors party thereto from time to time, and U.S. Bank National Association, as trustee (the “2010 Indenture”).

The Second Supplemental Indenture gives effect to the proposed amendments to the 2010 Indenture, which eliminate substantially all the restrictive covenants, certain events of default and other related provisions contained in the 2010 Indenture and will automatically release the liens on the collateral that secures Prestige Brands’ obligations under the 2018 Notes. The Second Supplemental Indenture provides that the amendments will not become operative until Prestige Brands accepts for purchase the 2018 Notes tendered in the tender offer and consent solicitation.

The foregoing description of the Second Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the Second Supplemental Indenture, copies of which are filed as Exhibit 4.1 to this Current Report on Form 8-K and incorporated by reference herein.

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

The information included in Item 1.01 of this Current Report on Form 8-K under “Indenture Governing the Notes” and “Supplemental Indenture for the 8.25% Senior Notes due 2018” is incorporated by reference into this Item 2.03.

Item 8.01 Other Events.

On December 17, 2013, the Company issued a press release announcing that Prestige Brands have received and purchased approximately \$201.7 million aggregate principal amount of the 2018 Notes validly tendered by 5:00 p.m., New York City time, on December 16, 2013. The press release related to the initial results of the tender offer and consent solicitation is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

d) Exhibits

See the Exhibit Index set forth below for a list of exhibits included with this Current Report on Form 8-K.

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: December 17, 2013

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

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	Second Supplemental Indenture, dated December 17, 2013 by and among Prestige Brands, Inc. the guarantors party thereto from time to time and U.S. Bank National Association, as trustee.
99.1	Press Release of Prestige Brands Holdings, Inc. dated December 17, 2013.

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE dated as of December 17, 2013 (this "*Second Supplemental Indenture*"), by and among Prestige Brands, Inc., a Delaware corporation (the "*Issuer*"), the guarantors listed on the signature pages thereto (the "*Guarantors*") and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the "*Trustee*").

WITNESSETH

WHEREAS, the Issuer, the Guarantors, and the Trustee have entered into an Indenture dated as of March 24, 2010 (the "*Base Indenture*") in connection with the issuance of \$150,000,000 of the Issuer's 8.25% Senior Notes due 2018 (the "*Initial Notes*");

WHEREAS, the Issuer, the Guarantors, and the Trustee have entered into a First Supplemental Indenture dated as of November 1, 2010 (the "*First Supplemental Indenture*") and collectively with the Base Indenture, the "*Indenture*") in connection with the issuance of \$100,000,000 of the Issuer's 8.25% Senior Notes due 2018 (the "*Additional Notes*" and collectively with the Initial Notes, the "*Notes*");

WHEREAS, Section 9.02 of the Indenture provides that the Issuer, the Guarantors and the Trustee may, with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding voting as a single class (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes) (the "*Requisite Consents*"), amend or supplement the Indenture, subject to certain limitations set forth in the Indenture;

WHEREAS, the Issuer has been authorized by resolutions of its Board of Directors to enter into this Second Supplemental Indenture;

WHEREAS, the Issuer has offered to purchase for cash any and all of the outstanding Notes upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement dated December 3, 2013, as the same may be amended, supplemented or modified (the "*Statement*");

WHEREAS, the Issuer desires to amend certain provisions of the Indenture, as set forth in Article I of this Second Supplemental Indenture (the "*Proposed Amendments*");

WHEREAS, the Issuer has received and delivered to the Trustee the Requisite Consents to effect the Proposed Amendments under the Indenture; and

WHEREAS, all acts necessary to make this Second Supplemental Indenture the legal valid and binding obligation of the Issuer has been done.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I

AMENDMENTS TO THE INDENTURE

Section 101 Amendments to Articles 1, 4 and 5 of the Indenture. Upon written notification to the Trustee by the Issuer that it has accepted for purchase and payment (the "**First Settlement Date**") all of the Notes validly tendered on or prior to 5:00 pm, New York City time, on December 16, 2013 pursuant to the Statement, then automatically (without further act by any person), the following amendments shall be made to the Indenture:

(a) The following sections of the Indenture and all references thereto in the Indenture will be deleted in their entirety and the Issuer and the Guarantors shall be released from their obligations under the following sections of the Indenture:

- Section 4.02. Maintenance of Office of Agency;
- Section 4.03. Reports;
- Section 4.04. Compliance Certificate;
- Section 4.05. Taxes;
- Section 4.06. Stay, Extension and Usury Laws;
- Section 4.07. Corporate Existence;
- Section 4.08. Payments for Consent;
- Section 4.09. Incurrence of Additional Debt;
- Section 4.10. Restricted Payments;
- Section 4.11. Liens;
- Section 4.12. Asset Sales;
- Section 4.13 Restrictions on Distributions from Restricted Subsidiaries;
- Section 4.14. Affiliate Transactions;
- Section 4.17. Designation of Restricted and Unrestricted Subsidiaries;
- Section 4.18. Repurchase at the Option of Holders upon a Change of Control;
- Section 4.19. Future Guarantors;

- Section 5.01. Merger, Consolidation and Sale of Assets; and
- Section 5.02. Successor Corporation Substituted;

(b) Failure to comply with the terms of any of the foregoing Sections of the Indenture shall no longer constitute a Default or an Event of Default under the Indenture and shall no longer have any other consequence under the Indenture.

(c) All Events of Default under the Indenture, with the exception of the failure to pay principal, premium or interest on the Notes, shall be deleted in their entirety, including all references thereto.

(d) All definitions set forth in Sections 1.01 and 1.02 of the Indenture that relate to defined terms used solely in covenants or sections deleted hereby shall be deleted in their entirety, including all references thereto.

ARTICLE II

MISCELLANEOUS

Section 201 Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

Section 202 Instruments To Be Read Together. This Second Supplemental Indenture is executed as and shall constitute an indenture supplemental to and in implementation of the Indenture, and said Indenture and this Second Supplemental Indenture shall henceforth be read together. This Second Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes shall be bound hereby and thereby.

Section 203 Confirmation. The Indenture as amended and supplemented by this Second Supplemental Indenture is in all respects confirmed and preserved.

Section 204 Trust Indenture Act Controls. If any provision of this Second Supplemental Indenture limits, qualifies or conflicts with another provision that is required to be included in this Second Supplemental Indenture or the Indenture by the Trust Indenture Act of 1939, as amended, as in force at the date that this Second Supplemental Indenture is executed, the provisions required by such Trust Indenture Act shall control.

Section 205 GOVERNING LAW. THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 206 Counterparts. The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 207 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 208 Effectiveness; Termination. The provisions of this Second Supplemental Indenture will become effective immediately upon its execution by the Trustee in accordance with the provisions of Sections 9.02 of the Indenture; provided, that the amendments to the Indenture set forth in Article I of this Second Supplemental Indenture shall become operative as specified in Article I hereof. Prior to the First Settlement Date, the Issuer may terminate this Second Supplemental Indenture upon written notice to the Trustee (it being understood that the Issuer, subsequent thereto, will enter into a substitute supplemental indenture).

Section 209 Acceptance by the Trustee. The Trustee accepts the amendments to the Indenture effected by this Second Supplemental Indenture and agrees to execute the trusts created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture.

Section 210 The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed and attested, all as of the date first above written.

PRESTIGE BRANDS, INC.

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

PRESTIGE BRANDS HOLDINGS, INC.
PRESTIGE SERVICES CORP.
PRESTIGE BRANDS HOLDINGS, INC.
PRESTIGE BRANDS INTERNATIONAL, INC.
MEDTECH HOLDINGS, INC.
MEDTECH PRODUCTS INC.
THE CUTEX COMPANY
THE SPIC AND SPAN COMPANY
BLACKSMITH BRANDS, INC.

as Guarantors

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

Signature Page to Second Supplemental Indenture - 2018 Notes

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Raymond S. Haverstock
Authorized Signatory

Signature Page to Second Supplemental Indenture - 2018 Notes

Prestige Brands Holdings, Inc. Announces Initial Results of Tender Offer and Consent Solicitation of 8.25% Senior Notes due 2018

Tarrytown, NY, December 17, 2013— Prestige Brands Holdings, Inc. (NYSE: PBH) (the “Company”) announced today that its wholly owned subsidiary, Prestige Brands, Inc. (“Prestige Brands”), has received, pursuant to its previously announced cash tender offer and consent solicitation with respect to any and all of its outstanding \$250,000,000 aggregate principal amount of 8.25% Senior Notes due 2018 (the “Notes”), the requisite consents to adopt proposed amendments to the indenture under which the Notes were issued, that would, among other things, eliminate substantially all of the restrictive covenants, certain events of default and certain related provisions contained in the indenture (the “Amendments”). In addition, the Amendments have the effect of automatically releasing the liens on the collateral that secures Prestige Brands’ obligation that the 2018 Notes be secured on an equal and ratable basis with the obligations under Prestige Brands’ existing credit agreement.

As reported by the depositary, tenders and corresponding consents have been delivered with respect to \$201,710,000 aggregate principal amount of the Notes (representing 80.68% of the outstanding aggregate principal amount of the Notes), which Notes had been validly tendered and not validly withdrawn as of 5:00 p.m., New York City time, on December 16, 2013 (the “Consent Payment Deadline”). As a result, the requisite consents have been obtained with respect to all of the Amendments.

In conjunction with receiving the requisite consents, Prestige Brands, the Company, the other guarantors party thereto, and U.S. Bank National Association, as trustee, executed a second supplemental indenture with respect to the indenture governing the Notes effecting certain amendments that would implement the Amendments. The second supplemental indenture became operative upon acceptance of the Notes for purchase by the Issuer pursuant to the terms and conditions described in the Statement (as defined below).

The tender offer and consent solicitation are being made upon the terms and subject to the conditions set forth in the related Offer to Purchase and Consent Solicitation Statement dated December 3, 2013 (the “Statement”). Holders who validly tendered their Notes and delivered their consents on or prior to the Consent Payment Deadline are eligible to receive the applicable Total Consideration (as defined below). A holder’s right to validly withdraw tendered Notes and validly revoke delivered consents expired on the Consent Payment Deadline.

The Issuer’s obligation to accept for purchase and to pay for Notes validly tendered and not validly withdrawn and consents validly delivered, and not validly revoked, pursuant to the tender offer and consent solicitation, was subject to and conditioned upon the satisfaction of or, where applicable, the Issuer’s waiver of, certain conditions, including a financing condition. As of December 17, 2013 these conditions have been satisfied and the Notes validly tendered and not validly withdrawn as of the Consent Payment Deadline were accepted for purchase by the Issuer.

Holders who validly tendered (and did not validly withdraw) their Notes on or prior to the Consent Payment Deadline received total consideration equal to \$1,063.30 per \$1,000 principal amount of the Notes (the “Total Consideration”), plus any accrued and unpaid interest on the Notes up to, but not including, the first settlement date. The Total Consideration includes a consent payment of \$30.00 per \$1,000 principal amount of the Notes (the “Consent Payment”).

Holders who validly tender their Notes after the Consent Payment Deadline, but on or prior to Midnight, New York City time, on December 31, 2013, unless extended or earlier terminated by the Issuer (the “Expiration Time”), and whose Notes are accepted for payment, will receive the tender consideration equal to \$1,030.30 per \$1,000 principal amount of the Notes (the “Tender Consideration”), plus any accrued and unpaid interest on the Notes up to, but not including, the final settlement date. Holders of Notes who tender after the Consent Payment Deadline will not receive a Consent Payment.

Any Notes not tendered and purchased pursuant to the tender offer will remain outstanding and the holders thereof will be bound by the amendments contained in the second supplemental indenture eliminating substantially all restrictive covenants, certain events of default and certain related provisions contained in the indenture and provide for the release of the liens on the collateral that secures the Issuer’s and the Company’s obligations with respect to the Notes even though they have not consented to the amendments.

This press release is for informational purposes only and is not an offer to buy or sell or the solicitation of an offer to sell or buy any securities. The tender offer and consent solicitation are only being made pursuant to the terms of the Offer to Purchase and Consent Solicitation Statement and the related letter of instructions. The tender offer and consent solicitation are not being made in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. None of Prestige Brands, Company, the dealer manager, the solicitation agent, the information agent, the tender agent or their respective affiliates is making any recommendation as to whether or not holders should tender all or any portion of their Notes in the tender offer or deliver their consent to the proposed amendments.

Morgan Stanley & Co. LLC is acting as the dealer manager and solicitation agent and D.F. King & Co., Inc. is acting as the tender agent and information agent for the tender offer and consent solicitation. Requests for documents may be directed to D.F. King & Co., Inc. at (800) 431-9643 (toll-free) or (212) 269-5550 (collect). Questions regarding the tender offer and consent solicitation may be directed to Morgan Stanley & Co. LLC at (800) 624-1808 (toll-free) or (212) 761-1057 (collect).

About Prestige Brands Holdings, Inc.

The Company markets and distributes brand name over-the-counter and household products throughout the U.S., Canada, and certain 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 and Dramamine® motion sickness treatment, Debrox® ear wax remover, Beano® digestive aid, Gaviscon® antacid in Canada, and BC® and Goody's® headache powders.

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 "assumptions," "target," "guidance," "outlook," "plans," "projection," "may," "will," "would," "expect," "intend," "estimate," "anticipate," "believe", "potential," or "continue" (or the negative or other derivatives of each of these terms) or similar terminology. These "forward-looking" statements include statements relating to, among other things, the tender offer and the consent solicitation. 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 expected as a result of a variety of factors. Prestige Brands' ability to consummate the tender offer depends on a variety of factors, including without limitation the satisfaction of certain conditions. Prestige Brands may not consummate the tender offer in accordance with the terms described in this press release or at all. A discussion of factors that could cause results to vary is included in the Company's Annual Report on Form 10-K and other periodic reports filed with the Securities and Exchange Commission. The forward-looking statements in this press release speak only as of the date of this release. The Company expressly disclaims any obligation or undertaking to release publicly any updates or revisions to such statements to reflect any change in its expectations with regard thereto or any changes in the events, conditions or circumstances on which any such statement is based.

Contact: Dean Siegal
(914) 524-6819
