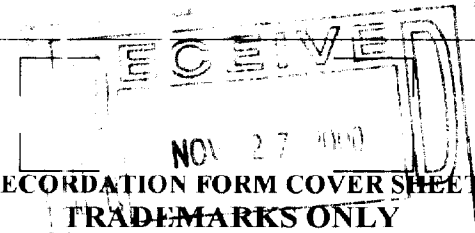


Form PTO-1619A
Expires 06/30/99
OMB 0651-0027

11-27-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



12-19-2000



101555090

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # 101468467

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
August 30, 2000

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
August 30, 2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

TRADEMARK
REEL: 002196 FRAME: 0599

Domestic Representative Name and Address

Enter for the first Receiving Party only.

NOV 27 2000

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/247881"/>	<input type="text" value="75/640680"/>	<input type="text" value="75/550280"/>	<input type="text" value="2,166,032"/>	<input type="text" value="762,836"/>	<input type="text" value="2,296,209"/>
<input type="text" value="75/640681"/>	<input type="text" value="75/640679"/>	<input type="text" value="75/417630"/>	<input type="text" value="2,091,936"/>	<input type="text" value="2,302,306"/>	<input type="text"/>
<input type="text" value="75/640682"/>	<input type="text" value="75/640678"/>	<input type="text"/>	<input type="text" value="2,084,229"/>	<input type="text" value="2,296,210"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: *Previously* Enclosed Deposit Account

(Enter for payment by deposit account if additional fees can be charged to the account).

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Douglas J. McGill
Name of Person Signing

Douglas J. McGill
Signature

November 27, 2000
Date Signed

09-25-2000

R

101468467

TRADEMARKS ONLY

9-7-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New
 Resubmission (Non-Recordation)
 Document ID #
 Correction of PTO Error
 Reel # Frame #
 Corrective Document
 Reel # Frame #

Conveyance Type

Assignment License
 Security Agreement Nunc Pro Tunc Assignment
 Effective Date
 Month Day Year
 Merger
 Change of Name
 Other
 Assignment of security interest in marks & applications owned by Enamelon, Inc.
 August 30, 2000

Conveying Party

Mark if additional names of conveying parties attached

Name The CIT Group/Business Credit, Inc. Execution Date
 Month Day Year
 August 30, 2000
 Formerly The CIT Group/Credit Finance, Inc.
 Individual General Partnership Limited Partnership Corporation Association
 Other
 Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Church & Dwight Co., Inc.
 DBA/AKA/TA
 Composed of
 Address (line 1) 469 North Harrison Street
 Address (line 2)
 Address (line 3) Princeton New Jersey 08543
 City State/Country Zip Code
 Individual General Partnership Limited Partnership Association
 Corporation Association
 Other
 Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from Assignment.)

09/22/2000 BNUYEN 00000341 75247881

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 350.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

TRADEMARK
REEL: 002196 FRAME: 0601

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/247881"/>	<input type="text" value="75/640680"/>	<input type="text" value="75/550280"/>	<input type="text" value="2,166,032"/>	<input type="text" value="762,836"/>	<input type="text" value="2,296,209"/>
<input type="text" value="75/640681"/>	<input type="text" value="75/640679"/>	<input type="text" value="75/417630"/>	<input type="text" value="2,091,936"/>	<input type="text" value="2,302,306"/>	<input type="text"/>
<input type="text" value="75/640682"/>	<input type="text" value="75/640678"/>	<input type="text"/>	<input type="text" value="2,084,229"/>	<input type="text" value="2,296,210"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account if additional fees can be charged to the account).

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Douglas J. McGill
Name of Person Signing


Signature

September 7, 2000
Date Signed

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of August 3rd, 2000, is made by and between **THE CIT GROUP/BUSINESS CREDIT, INC.**, a Delaware corporation, having its principal place of business at 1211 Avenue of the Americas, New York, New York 10036, Successor-in-interest to The CIT Group/Credit Finance, Inc. ("Assignor") and **CHURCH & DWIGHT CO., INC.**, a Delaware corporation having its principal place of business at 469 North Harrison Street, Princeton, New Jersey 08543 ("Assignee").

WHEREAS, Assignor and Enamelon, Inc. ("Enamelon") are parties to a Loan and Security Agreement dated July 29, 1999 (the "Loan and Security Agreement") pursuant to which Assignor has made loans, advances and other financial accommodations available to Enamelon (the "Loan");

WHEREAS, Assignor is also a party to and/or a beneficiary of the agreements and documents listed on "Exhibit A" hereto, including a certain Lockbox Agreement between Assignor, Enamelon and Fleet Bank, N.A., dated July 29, 1999 (the "Lockbox Agreement"); and

WHEREAS, the Assignee wishes to purchase and assume from the Assignor all of the Assignor's right, title and interest in, to and under the Loan, the Loan and Security Agreement, the documents listed on Exhibit A hereto (including the Lockbox Agreement), any and all related documents, contracts and agreements to which Assignor is a party (collectively, the "Loan Documents"), as well as all of Assignor's right, title and interest in, to and under all lockboxes and lockbox accounts (including any and all monies in such accounts) established and maintained with Fleet Bank, N.A. pursuant to the Lockbox Agreement, together with any and all accounts over which Assignor has dominion into which any funds received at such lockboxes are deposited whether or not established under the Lockbox Agreement (collectively, the "Lockbox Rights"), and the Assignor is willing to sell all of its right, title and interest in, to and under the Loan, the Loan Documents and the Lockbox Rights, on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the Purchase Price (hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and in respect of the mutual premises herein contained, the parties hereto agree as follows:

1. Assignment and Purchase of Loan Documents and Lockbox Rights. Assignor hereby irrevocably sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Loan, the Loan Documents and the Lockbox Rights, as each may be amended, modified or supplemented, together with the earnings, income, receipts, proceeds and profits now or hereafter belonging or otherwise appertaining to the Loan, the Loan Documents and/or the Lockbox Rights (collectively, the "Assigned Interests"), and Assignee hereby purchases and assumes the Assigned

Doc. #347540 v.04

Documents by Enamelon or any other person or as to the collectability, or value of the Loan and the Loan Documents, and makes no representation or warranty and assumes no responsibility with respect to the financial condition of Enamelon or as to Enamelon's ability to perform and observe any of its obligations under the Loan Documents. Assignee acknowledges that Enamelon is currently the subject of an involuntary bankruptcy petition.

5. Outstanding Balance of Loan. As of the date hereof, the outstanding balance of the Loan is detailed on Exhibit B attached hereto.

6. Delivery of Original Loan Documents. Contemporaneously with the execution and delivery of this Assignment Agreement, Assignor shall deliver to Assignee the original Loan Documents.

7. Notice to Parties/Power of Attorney. Assignor hereby authorizes Assignee to give written notice of this Assignment at any time to any person or entity, including any parties to any of the Loan Documents.

8. No Recourse. The Loans and Loan Documents assigned to Assignee under this Agreement are assigned "as is, with all faults," without recourse, representations or warranties, either express or implied, except for the limited representations contained in paragraph 4 (a), (b) and (c) of this Agreement.

9. Other Conveyance Instruments/Documents. Contemporaneously with the written execution of this Agreement, Assignor shall provide Assignee with a copy of its correspondence to Fleet Bank, N.A., terminating the Lockbox Agreement and the Lockbox Rights. Within a reasonable time after execution and delivery of this Assignment Agreement, Assignor shall execute and deliver to Assignee such other instruments and/or documents as Assignee may reasonably request which may be necessary to supplement, facilitate, implement and/or perfect the transfer of the Assigned Interests, including, without limitation, UCC-3 financing statements, necessary endorsements or other documents indicating that the Assigned Interests have been assigned to Assignee, and shall otherwise take all action as reasonably requested by Assignee necessary to supplement, facilitate, implement and/or perfect the transfer of the Assigned Interests.

10. Dishonored Checks. Assignee further hereby acknowledges that Assignor, in calculating the loan balances owed to it by Enamelon as of this date, has credited to the loan accounts of Enamelon the face amount of all checks, drafts and other items for the payment of money from Enamelon or its account debtors which have been heretofore received by (or on behalf of) the Assignor. The Assignee also understands that the Assignor may not yet have received full and final credit on or payment of all such checks, drafts or other items. In consideration for the Assignor's assignment of all of its right, title and interest under the aforesaid Loan Documents, the Assignee hereby agrees to reimburse and pay promptly to the Assignor, upon the Assignor's demand therefore, in immediately available funds, the full face amount of any checks or other instruments,

Doc. #347540 v.04

whether made by Enamelon or any of its account debtors, which have been heretofore received by (or on behalf of) the Assignor and credited to the loan accounts of Enamelon at the Assignor and which may be hereafter dishonored or returned to the Assignor or otherwise remain unpaid for any reason whatsoever.

11. Choice of Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflict of laws.

12. Amendment. None of the terms of this Assignment Agreement may be waived, modified or amended, except by a writing executed by Assignor and Assignee.

13. Binding Effect. This Assignment Agreement shall be binding upon and insure to the benefit of the Assignor and Assignee, as well as each of their respective successors and assigns, and nothing contained herein is intended, nor shall be construed, to give any other person any right, remedy or claim under, to or in respect of, this Assignment Agreement.

14. Severability. Any provision of this Assignment Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Facsimile signatures are acceptable as valid signatures with the originally executed documents to be provided after execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CHURCH & DWIGHT CO., INC.

By: Mark A. Bilawsky
Name: MARK A. BILAWSKY
Title: VICE PRESIDENT, GENERAL COUNSEL

THE CIT GROUP/BUSINESS CREDIT, INC.

By: _____
Name:
Title:

Consented to and acknowledged:

ENAMELON, INC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CHURCH & DWIGHT CO., INC.

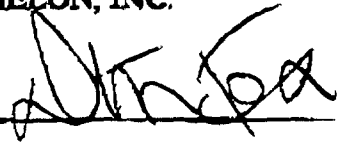
By: _____
Name:
Title:

THE CIT GROUP/BUSINESS CREDIT, INC.

By: _____
Name:
Title:

Consented to and acknowledged

ENAMELON, INC.

By: 
Name:
Title:

08/30/00 WED 13:44 FAX 212 536 1295
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CHURCH & DWIGHT CO., INC.

By: _____
Name:
Title:

THE CIT GROUP/BUSINESS CREDIT, INC.

By: Debra A. Putzer
Name: Debra A. Putzer
Title: Vice President

Consented to and acknowledged:

ENAMELON, INC.

By: _____
Name:
Title:

Doc. #347540 v.04

EXHIBIT A

1. Lockbox Agreement dated July 30, 1999 between The CIT Group/Credit Finance, Inc., Fleet Bank, N.A. and Enamelon, Inc.
2. Trademark and Patent Security Agreement dated July 29, 1999 between The CIT Group/Credit Finance, Inc. and Enamelon, Inc.
3. Assignment for Security with respect to certain trademarks, dated July 29, 1999, from Enamelon, Inc. to The CIT Group/Credit Finance, Inc.
4. Assignment for Security with respect to certain patents, dated July 29, 1999, from Enamelon, Inc. to The CIT Group/Credit Finance, Inc.
5. Liquidation Assistance Agreement between The CIT Group/Credit Finance, Inc. and Dr. Steven R. Fox, dated July 29, 1999. Church & Dwight Co., Inc. acknowledges that this agreement shall be superseded by a consulting agreement to be reached between Church & Dwight Co., Inc. and Dr. Fox.
6. Liquidation Assistance Agreement between The CIT Group/Credit Finance, Inc. and Mr. Kim Hardingham, dated July 29, 1999. Mr. Kim Hardingham is no longer an employee of Enamelon, Inc. This agreement is no longer active.
7. Liquidation Assistance Agreement between The CIT Group/Credit Finance, Inc. and Mr. Edwin Diaz, dated July 29, 1999. Mr. Edwin Diaz is no longer an employee with Enamelon, Inc. ^{but is a consultant}. This agreement is no longer active.
8. Landlord's Waiver License and Agreement between The CIT Group/Credit Finance, Inc., Enamelon, Inc. and Cedar Brook 7 Corporate Center, L.P., dated July 1999.
9. Consent to Use of Patents from American Dental Association Health Foundation to The CIT Group Credit/Finance, Inc., dated July 29, 1999.
10. Certificate of Liability Insurance dated July 27, 1999 with respect to Enamelon, Inc.'s insurance policies (numbers 35310636, 79735430 and 35310636) issued by Chubb Group of Insurance Companies, as well as all such insurance policies.
11. Copy of Certificate of Title for 1997 GMC Truck, VIN 1GTHG39R0V1052291 and request for duplicate title.
12. Warrant to Purchase up to 75,000 Shares of Common Stock of Enamelon.

Doc. #347540 v.04

TRADEMARK

REEL: 002196 FRAME: 0610

EXHIBIT B

Loan	\$762,184.32
Facility Fee	\$62,291.67
Early Termination Fee	\$100,000.00*
Annual Minimum Loan	\$2,094.80

Outstanding bills	
Field Exam	\$5,310.36
Reserve for Unprocessed	
Legal Fees	\$30,000.00 estimated**
Interest - 8/1 - 8/28	\$7,808.21
Reserve for FedEx Charges	\$100.00
Total Loan Balance due to CIT	\$969,789.36
Advance to cover	
Enamelon Fees	\$80,020.00

Total due as of 8/29/00 1:00 p.m. \$1,049,809.36

* If paid by 8/30/00 prior to 1:00 p.m.

** Any excess over actual fees and expenses will be refunded.

Assignment for Security

Trademarks

WHEREAS, ENAMELON, INC., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using or has an intention to use the trademarks listed in Schedule 1-A attached hereto and made a part hereof, which trademarks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks and trade names listed in Schedule 1-B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Assignor is obligated to THE CIT GROUP/CREDIT FINANCE, INC., a Delaware corporation (herein referred to as "Assignee"), and has entered into a Trademark and Patent Security Agreement dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest to Assignor in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as of the 2nd day of July, 1999.

ENAMELON, INC.

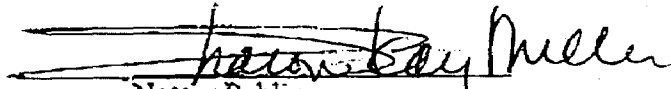
By:


Steven R. Fox, Chief Executive Officer

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 2nd day of July, 1999, before me personally came Steven R. Fox, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of Enamelon, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

SHARON KAY MILLER
Notary Public, State of New York
No. 41-4922738
Qualified in Queens County
Commission Expires April 4, 2000

SCHEDULE 1-A

Trademarks and Applications

U.S. Registered Trademarks

Mark	Registration #	Effective Date	Expiration Date
(DESIGN ONLY)	2,166,032	February 26, 1997	
ENAMELON	2,091,936	December 15, 1992	
FLUOREMIN	2,084,229	November 10, 1993	
ENAMELINE	762,836	February 15, 1963	

U.S. Applications

Mark	Serial No.	App. Date	Comment
LIQUID CALCIUM CALCIUM WHITENING SYSTEM	75-978,099	February 26, 1997	
ENAMELON	75-664,242	March 19, 1999	
ENAMELON	75-640,682	February 12, 1999	
ENAMELON	75-640,681	February 12, 1999	
ENAMELGUARD	75-640,680	February 12, 1999	
ENAMELWATCH	75-640,679	February 12, 1999	
ENAMELTECH	75-640,678	February 12, 1999	
ENAMELON	75-640,677	February 12, 1999	
ENAMELON	75-640,676	February 12, 1999	
(DESIGN ONLY)	75-606,689	December 16, 1998	
ENAMELONSENSITIVE	75-564,949	October 6, 1998	
CALCIUM CARE	75-564,948	October 6, 1998	
TITANIUM	75-564,947	October 6, 1998	
ENAMELONWHITENING	75-564,946	October 6, 1998	
E	75-550,286	September 9, 1998	
ENAMELON	75-417,630	January 14, 1998	
CALMIN	75-313,730	June 24, 1997	
PAINBLOC	75-304,580	June 6, 1997	
FLUOREMIN	75-271,248	April 7, 1997	
(DESIGN ONLY)	75-247,881	February 26, 1997	
LIQUID CALCIUM	75-247,880	February 26, 1997	
ENAMELON	75-023,360	November 22, 1995	
E	74-676,448	May 18, 1995	
E	75-023,360	November 22, 1995	
ENAMELON	74-450,714	October 4, 1993	
ENAMELON	74-340,298	December 15, 1992	
ENAMELON	75-703,941	May 11, 1999	

Foreign Registered Trademarks

<u>Mark</u>	<u>Registration #</u>	<u>Effective Date</u>	<u>Expiration Date</u>
<u>ARGENTINA</u>			
ENAMELON	1,717,454	January 27, 1999	
ENAMELON	1,717,452	January 27, 1999	
ENAMELON	1,717,455	January 27, 1999	
<u>BENELUX</u>			
ENAMELON	523,540		
<u>CHINA (PEOPLE'S REPUBLIC OF)</u>			
ENAMELON	786166	October 28, 1995	
ENAMELON	782855	October 14, 1995	
<u>FRANCE</u>			
ENAMELON	03-490,199		
<u>GERMANY</u>			
ENAMELON	2/091,224		
ENAMELON	39/760,884	May 20, 1998	
<u>HONG KONG</u>			
ENAMELON	91/1999	January 6, 1999	
<u>JAPAN</u>			
ENAMELON	4158 531	June 19, 1998	
ENAMELON	3186562	August 30, 1996	
<u>RUSSIAN FEDERATION</u>			
ENAMELON	126832		
<u>SOUTH KOREA</u>			
ENAMELON	445008	March 24, 1999	
ENAMELON	443004	March 2, 1999	
ENAMELON	445597	May 1, 1999	
ENAMELON IN KROEAN	445980	April 9, 1999	
ENAMELON IN KROEAN	441476		
ENAMELON IN KROEAN	447542	April 10, 1999	
<u>TAIWAN</u>			
ENAMELON	832529	November 19, 1997	
ENAMELON	829665	November 19, 1997	
ENAMELON	85059101	November 19, 1997	

UNITED KINGDOM

ENAMELON	1,552,603	June 13, 1997
ENAMELON	1,552,604	February 2, 1996
ENAMELON	2,153,932	June 5, 1998

Foreign Applications

<u>Mark</u>	<u>Applications #</u>	<u>Application Date</u>
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AUSTRALIA

ENAMELON	614,448	October 22, 19993
ENAMELON	614,487	October 22, 19993
ENAMELON	51,531	December 19, 1997

BRAZIL

ENAMELON	820,406,171	November 26, 1997
ENAMELON	820,406,180	November 26, 1997
ENAMELON	820,406,198	November 26, 1997

CANADA

CALCIUM CARE	0/892,836	October 8, 1998
CALMIN	0/849,133	June 25, 1997
E LOGO	0/796,886	November 8, 1995
ENAMELON	0/739,793	October 25, 1993
ENAMELON	0/796,887	November 8, 1995
ENAMELON SENSITIVE	0/892837	October 8, 1998
ENAMELON WHITENING	0/892,838	October 8, 1998
FLUOREMIN	0/740,926	November 9, 1993
FLUOREMIN	0/842,964	April 22, 1997
FOUR PERSON LOGO	0/838,569	March 6, 1997
LIQUID CALCIUM	0/838,570	March 6, 1997
PAINBLOC	0/847,904	June 13, 1997
TITANIUM	0/892,839	October 8, 1998

CHINA
(PEOPLE'S REPUBLIC OF)

ENAMELON	9300042186	April 29, 1998
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EUROPEAN UNION

ENAMELON	1 038,520	January 11, 1999
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FRANCE

ENAMELON	93/712,904	January 14, 1998
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HONG KONG

ENAMELON	97/17850	December 17, 1997
ENAMELON	97/17852	December 17, 1997

INDIA

ENAMELON	779539	November 25, 1997
ENAMELON	779541	November 25, 1997
ENAMELON	770540	November 25, 1997

ITALY

ENAMELON	975836	November 28, 1997
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JAPAN

ENAMELON	11-00059	January 6, 1999
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RUSSIAN FEDERATION

ENAMELON	98700241	January 8, 1998
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SOUTH KOREA

ENAMELON	1997-57780	, December 12, 1997
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SPAIN

ENAMELON	2/127,700	June 22, 1998
ENAMELON	2/217,701	November 21, 1997
ENAMELON	2/217,702	November 21, 1997

SWEDEN

ENAMELON	97-10197	December 13, 1997
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State Registered Trademarks

SCHEDULE 1-B

Common Law Trademarks

<u>Trademark</u>	<u>Date of First Use</u>	<u>Comment</u>
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Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of August 3^o, 2000, is made by and between **THE CIT GROUP/BUSINESS CREDIT, INC.**, a Delaware corporation, having its principal place of business at 1211 Avenue of the Americas, New York, New York 10036, Successor-in-interest to The CIT Group/Credit Finance, Inc. ("Assignor") and **CHURCH & DWIGHT CO., INC.**, a Delaware corporation having its principal place of business at 469 North Harrison Street, Princeton, New Jersey 08543 ("Assignee").

WHEREAS, Assignor and Enamelon, Inc. ("Enamelon") are parties to a Loan and Security Agreement dated July 29, 1999 (the "Loan and Security Agreement") pursuant to which Assignor has made loans, advances and other financial accommodations available to Enamelon (the "Loan");

WHEREAS, Assignor is also a party to and/or a beneficiary of the agreements and documents listed on "Exhibit A" hereto, including a certain Lockbox Agreement between Assignor, Enamelon and Fleet Bank, N.A., dated July 29, 1999 (the "Lockbox Agreement"); and

WHEREAS, the Assignee wishes to purchase and assume from the Assignor all of the Assignor's right, title and interest in, to and under the Loan, the Loan and Security Agreement, the documents listed on Exhibit A hereto (including the Lockbox Agreement), any and all related documents, contracts and agreements to which Assignor is a party (collectively, the "Loan Documents"), as well as all of Assignor's right, title and interest in, to and under all lockboxes and lockbox accounts (including any and all monies in such accounts) established and maintained with Fleet Bank, N.A. pursuant to the Lockbox Agreement, together with any and all accounts over which Assignor has dominion into which any funds received at such lockboxes are deposited whether or not established under the Lockbox Agreement (collectively, the "Lockbox Rights"), and the Assignor is willing to sell all of its right, title and interest in, to and under the Loan, the Loan Documents and the Lockbox Rights, on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the Purchase Price (hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and in respect of the mutual premises herein contained, the parties hereto agree as follows:

1. Assignment and Purchase of Loan Documents and Lockbox Rights. Assignor hereby irrevocably sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Loan, the Loan Documents and the Lockbox Rights, as each may be amended, modified or supplemented, together with the earnings, income, receipts, proceeds and profits now or hereafter belonging or otherwise appertaining to the Loan, the Loan Documents and/or the Lockbox Rights (collectively, the "Assigned Interests"), and Assignee hereby purchases and assumes the Assigned

Doc. #347540 v.04

Interests from Assignor. This Assignment is made and shall be without any recourse against the Assignor, and is made without any warranty or representation of any kind or description, express or implied (except for the limited representations contained in paragraph 4 of this Agreement).

2. Purchase Price. Contemporaneously with execution and delivery of this Assignment Agreement, Assignee shall deliver the sum of \$1,049,809.36 (the "Purchase Price") to Assignor, by wire transfer of immediately, available funds pursuant to the following wire transfer instructions:

The Chase Manhattan Bank
4 New York Plaza
New York, NY 10004
ABA #021000021

Credit: The CIT Group/Business Credit
Account Number: #144024642
Special Instructions: BNF (Enamelon)

If the Purchase Price is not received by Assignor prior to 1 p.m. Eastern Daylight Time on the date hereof, per diem interest shall accrue and be added to the Purchase Price at the rate of \$243.48.

3. Assignee's Independent Investigation. The Assignee has examined the originals or copies of the Loan Documents, and is satisfied as to their content and authenticity. The Assignee has independently investigated the parties to the Loans and the collateral for the Loans, and has made its own independent determination about them, and is entering into this transaction and this Agreement solely on the basis of that investigation and the Assignee's own judgment.

4. Limited Representations of Assignor. Assignor represents and warrants to Assignee only that (a) Assignor is the sole owner of the Assigned Interests; (b) Assignor has not executed any instrument of release, cancellation, discharge or satisfaction with respect to the Loan or any of the Assigned Interests; and (c) Assignor has not executed any prior assignment of the Assigned Interests. Other than representations contained in this paragraph 4, neither the Assignor nor any of its respective officers, employees, attorneys or agents has made (or by this Assignment does make) any representations or warranties to the Assignee, either express or implied, particularly (but without in any way limiting the generality of the foregoing) regarding: i) the collectability of the Loan; ii) the creditworthiness of Enamelon or any other party; iii) the value of any collateral securing payment of any of the Loan, iv) the freedom of any collateral for any of the Loan from liens and encumbrances, in whole or in part; v) the priority of the lien of any collateral securing any of the Loan; vi) the execution, legality, validity, genuineness, sufficiency, value, transferability or enforceability of any of the Loan Documents. Assignor makes no representation or warranty and assumes no responsibility to Assignee with respect to any statements, warranties or representations made in or in connection with the Loan

Doc. #347540 v.04

Documents by Enamelon or any other person or as to the collectability, or value of the Loan and the Loan Documents, and makes no representation or warranty and assumes no responsibility with respect to the financial condition of Enamelon or as to Enamelon's ability to perform and observe any of its obligations under the Loan Documents. Assignee acknowledges that Enamelon is currently the subject of an involuntary bankruptcy petition.

5. Outstanding Balance of Loan. As of the date hereof, the outstanding balance of the Loan is detailed on Exhibit B attached hereto.

6. Delivery of Original Loan Documents. Contemporaneously with the execution and delivery of this Assignment Agreement, Assignor shall deliver to Assignee the original Loan Documents.

7. Notice to Parties/Power of Attorney. Assignor hereby authorizes Assignee to give written notice of this Assignment at any time to any person or entity, including any parties to any of the Loan Documents.

8. No Recourse. The Loans and Loan Documents assigned to Assignee under this Agreement are assigned "as is, with all faults," without recourse, representations or warranties, either express or implied, except for the limited representations contained in paragraph 4 (a), (b) and (c) of this Agreement.

9. Other Conveyance Instruments/Documents. Contemporaneously with the written execution of this Agreement, Assignor shall provide Assignee with a copy of its correspondence to Fleet Bank, N.A., terminating the Lockbox Agreement and the Lockbox Rights. Within a reasonable time after execution and delivery of this Assignment Agreement, Assignor shall execute and deliver to Assignee such other instruments and/or documents as Assignee may reasonably request which may be necessary to supplement, facilitate, implement and/or perfect the transfer of the Assigned Interests, including, without limitation, UCC-3 financing statements, necessary endorsements or other documents indicating that the Assigned Interests have been assigned to Assignee, and shall otherwise take all action as reasonably requested by Assignee necessary to supplement, facilitate, implement and/or perfect the transfer of the Assigned Interests.

10. Dishonored Checks. Assignee further hereby acknowledges that Assignor, in calculating the loan balances owed to it by Enamelon as of this date, has credited to the loan accounts of Enamelon the face amount of all checks, drafts and other items for the payment of money from Enamelon or its account debtors which have been heretofore received by (or on behalf of) the Assignor. The Assignee also understands that the Assignor may not yet have received full and final credit on or payment of all such checks, drafts or other items. In consideration for the Assignor's assignment of all of its right, title and interest under the aforesaid Loan Documents, the Assignee hereby agrees to reimburse and pay promptly to the Assignor, upon the Assignor's demand therefore, in immediately available funds, the full face amount of any checks or other instruments,

Doc. #347540 v.04

whether made by Enamelon or any of its account debtors, which have been heretofore received by (or on behalf of) the Assignor and credited to the loan accounts of Enamelon at the Assignor and which may be hereafter dishonored or returned to the Assignor or otherwise remain unpaid for any reason whatsoever.

11. Choice of Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflict of laws.

12. Amendment. None of the terms of this Assignment Agreement may be waived, modified or amended, except by a writing executed by Assignor and Assignee.

13. Binding Effect. This Assignment Agreement shall be binding upon and insure to the benefit of the Assignor and Assignee, as well as each of their respective successors and assigns, and nothing contained herein is intended, nor shall be construed, to give any other person any right, remedy or claim under, to or in respect of, this Assignment Agreement.

14. Severability. Any provision of this Assignment Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction.

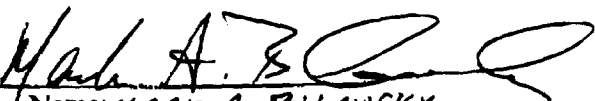
15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Facsimile signatures are acceptable as valid signatures with the originally executed documents to be provided after execution.

SENT BY:DRINKER BIDDLE&SHANLEY: 8-30-00 11:58 :DRINKERBIDDLEFSHANLEY-

15616389553:# 6 0

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CHURCH & DWIGHT CO., INC.

By: 
Name: MARK A. BILAWSKI
Title: VICE PRESIDENT, GENERAL COUNSEL

THE CIT GROUP/BUSINESS CREDIT, INC.

By: _____
Name:
Title:

Consented to and acknowledged

ENAMELON, INC

By: _____
Name:
Title:

Doc. #347540 v 04

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CHURCH & DWIGHT CO., INC.

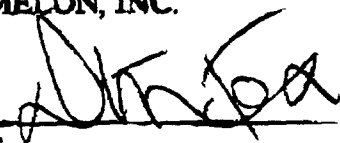
By: _____
Name:
Title:

THE CIT GROUP/BUSINESS CREDIT, INC.

By: _____
Name:
Title:

Consented to and acknowledged

ENAMELON, INC.

By: 
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CHURCH & DWIGHT CO., INC.

By: _____
Name:
Title:

THE CIT GROUP/BUSINESS CREDIT, INC.

By: Debra A. Putzer
Name: Debra A. Putzer
Title: Vice President

Consented to and acknowledged:

ENAMELON, INC.

By: _____
Name:
Title:

Doc. #347540 v.04

EXHIBIT A

1. Lockbox Agreement dated July 30, 1999 between The CIT Group/Credit Finance, Inc., Fleet Bank, N.A. and Enamelon, Inc.
2. Trademark and Patent Security Agreement dated July 29, 1999 between The CIT Group/Credit Finance, Inc. and Enamelon, Inc.
3. Assignment for Security with respect to certain trademarks, dated July 29, 1999, from Enamelon, Inc. to The CIT Group/Credit Finance, Inc.
4. Assignment for Security with respect to certain patents, dated July 29, 1999, from Enamelon, Inc. to The CIT Group/Credit Finance, Inc.
5. Liquidation Assistance Agreement between The CIT Group/Credit Finance, Inc. and Dr. Steven R. Fox, dated July 29, 1999. Church & Dwight Co., Inc. acknowledges that this agreement shall be superseded by a consulting agreement to be reached between Church & Dwight Co., Inc. and Dr. Fox.
6. Liquidation Assistance Agreement between The CIT Group/Credit Finance, Inc. and Mr. Kim Hardingham, dated July 29, 1999. Mr. Kim Hardingham is no longer an employee of Enamelon, Inc. This agreement is no longer active.
7. Liquidation Assistance Agreement between The CIT Group/Credit Finance, Inc. and Mr. Edwin Diaz, dated July 29, 1999. Mr. Edwin Diaz is no longer an employee with Enamelon, Inc. ^{but} ~~is~~ ^{is} a consultant. This agreement is no longer active.
8. Landlord's Waiver License and Agreement between The CIT Group/Credit Finance, Inc., Enamelon, Inc. and Cedar Brook 7 Corporate Center, L.P., dated July 1999.
9. Consent to Use of Patents from American Dental Association Health Foundation to The CIT Group Credit/Finance, Inc., dated July 29, 1999.
10. Certificate of Liability Insurance dated July 27, 1999 with respect to Enamelon, Inc.'s insurance policies (numbers 35310636, 79735430 and 35310636) issued by Chubb Group of Insurance Companies, as well as all such insurance policies.
11. Copy of Certificate of Title for 1997 GMC Truck, VIN 1GTHG39R0V1052291 and request for duplicate title.
12. Warrant to Purchase up to 75,000 Shares of Common Stock of Enamelon.

Doc. #367540 v.04

PLATZER SWERGOLD 5145FW 1999 07 29

TRADEMARK

REEL: 002196 FRAME: 0625

EXHIBIT B

Loan	\$762,184.32
Facility Fee	\$62,291.67
Early Termination Fee	\$100,000.00*
Annual Minimum Loan	\$2,094.80
Outstanding bills	
Field Exam	\$5,310.36
Reserve for Unprocessed	
Legal Fees	\$30,000.00 estimated**
Interest - 8/1 - 8/28	\$7,808.21
Reserve for FedEx Charges	\$100.00
Total Loan Balance due to CIT	\$969,789.36
Advance to cover	
Enamelon Fees	\$80,020.00
Total due as of 8/29/00 1:00 p.m.	\$1,049,809.36

* If paid by 8/30/00 prior to 1:00 p.m.
 ** Any excess over actual fees and expenses will be refunded.

Assignment for Security

Trademarks

WHEREAS, ENAMELON, INC., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using or has an intention to use the trademarks listed in Schedule 1-A attached hereto and made a part hereof, which trademarks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks and trade names listed in Schedule 1-B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Assignor is obligated to THE CIT GROUP/CREDIT FINANCE, INC., a Delaware corporation (herein referred to as "Assignee"), and has entered into a Trademark and Patent Security Agreement dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest to Assignor in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement:

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as of the 2nd day of July, 1999.

ENAMELON, INC.


By: 

Steven R. Fox, Chief Executive Officer

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 2nd day of July, 1999, before me personally came Steven R. Fox, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of Enamelon, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

SHARON KAY MILLER
Notary Public, State of New York
No. 41-4922738
Qualified in Queens County
Commission Expires April 4, 2000

SCHEDULE 1-A

Trademarks and Applications

U.S. Registered Trademarks

Mark	Registration #	Effective Date	Expiration Date
(DESIGN ONLY)	2,166,032	February 26, 1997	
ENAMELON	2,091,936	December 15, 1992	
FLUOREMIN	2,084,229	November 10, 1993	
ENAMELINE	762,836	February 15, 1963	

U.S. Applications

Mark	Serial No.	App. Date	Comment
LIQUID CALCIUM CALCIUM WHITENING SYSTEM	75-978,099	February 26, 1997	
ENAMELON	75-664,242	March 19, 1999	
ENAMELON	75-640,682	February 12, 1999	
ENAMELON	75-640,681	February 12, 1999	
ENAMEL GUARD	75-640,680	February 12, 1999	
ENAMEL WATCH	75-640,679	February 12, 1999	
ENAMEL TECH	75-640,678	February 12, 1999	
ENAMELON	75-640,677	February 12, 1999	
ENAMELON	75-640,676	February 12, 1999	
(DESIGN ONLY)	75-606,689	December 16, 1998	
ENAMEL ON SENSITIVE	75-564,949	October 6, 1998	
CALCIUM CARE	75-564,948	October 6, 1998	
TITANIUM	75-564,947	October 6, 1998	
ENAMELON WHITENING	75-564,946	October 6, 1998	
E	75-550,286	September 9, 1998	
ENAMELON	75-417,630	January 14, 1998	
CALMIN	75-313,723	June 24, 1997	
PAINBLOC	75-304,587	June 6, 1997	
FLUOREMIN	75-271,248	April 7, 1997	
(DESIGN ONLY)	75-247,882	February 26, 1997	
LIQUID CALCIUM	75-247,881	February 26, 1997	
ENAMELON	75-023,365	November 22, 1995	
E	74-676,448	May 18, 1995	
E	75-023,366	November 22, 1995	
ENAMELON	74-450,714	October 4, 1993	
ENAMELON	74-340,299	December 15, 1992	
ENAMELON	75-703,942	May 11, 1999	

Foreign Registered Trademarks

<u>Mark</u>	<u>Registration #</u>	<u>Effective Date</u>	<u>Expiration Date</u>
<u>ARGENTINA</u>			
ENAMELON	1,717,454	January 27, 1999	
ENAMELON	1,717,455	January 27, 1999	
ENAMELON	1,717,456	January 27, 1999	
<u>BENELUX</u>			
ENAMELON	623,540		
<u>CHINA (PEOPLE'S REPUBLIC OF)</u>			
ENAMELON	786166	October 28, 1995	
ENAMELON	782855	October 14, 1995	
<u>FRANCE</u>			
ENAMELON	93-490,199		
<u>GERMANY</u>			
ENAMELON	2/091,224		
ENAMELON	39/760,884	May 20, 1998	
<u>HONG KONG</u>			
ENAMELON	01/1999	January 6, 1999	
<u>JAPAN</u>			
ENAMELON	4158 531	June 19, 1998	
ENAMELON	0186562	August 30, 1996	
<u>RUSSIAN FEDERATION</u>			
ENAMELON	126832		
<u>SOUTH KOREA</u>			
ENAMELON	445008	March 24, 1999	
ENAMELON	443004	March 2, 1999	
ENAMELON	445597	May 1, 1999	
ENAMELON IN KROEAN	445980	April 9, 1999	
ENAMELON IN KROEAN	441476		
ENAMELON IN KROEAN	447542	April 10, 1999	
<u>TAIWAN</u>			
ENAMELON	832529	November 19, 1997	
ENAMELON	829665	November 19, 1997	
ENAMELON	86059101	November 19, 1997	

UNITED KINGDOM

ENAMELON	1,552,603	June 13, 1997
ENAMELON	1,552,604	February 2, 1996
ENAMELON	2,153,932	June 5, 1998

Foreign Applications

<u>Mark</u>	<u>Applications #</u>	<u>Application Date</u>
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AUSTRALIA

ENAMELON	614,448	October 22, 19993
ENAMELON	614,487	October 22, 19993
ENAMELON	751,531	December 19, 1997

BRAZIL

ENAMELON	820,406,171	November 26, 1997
ENAMELON	820,406,180	November 26, 1997
ENAMELON	820,406,198	November 26, 1997

CANADA

CALCIUM CARE	0/892,836	October 8, 1998
CALMIN	0/849,133	June 25, 1997
E LOGO	0/796,885	November 8, 1995
ENAMELON	0/739,793	October 25, 1993
ENAMELON	0/796,887	November 8, 1995
ENAMELON SENSITIVE	0/892837	October 8, 1998
ENAMELON WHITENING	0/892,833	October 8, 1998
FLUOREMIN	0/740,926	November 9, 1993
FLUOREMIN	0/842,964	April 22, 1997
FOUR PERSON LOGO	0/838,569	March 6, 1997
LIQUID CALCIUM	0/838,570	March 6, 1997
PAINBLOC	0/847,904	June 13, 1997
TITANIUM	0/892,839	October 8, 1998

CHINA
(PEOPLE'S REPUBLIC OF)

ENAMELON	9800042186	April 29, 1998
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EUROPEAN UNION

ENAMELON	1/038,520	January 11, 1999
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FRANCE

ENAMELON	98/712,904	January 14, 1998
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HONG KONG

ENAMELON	97/17850	December 17, 1997
ENAMELON	97/17852	December 17, 1997

INDIA

ENAMELON	779539	November 25, 1997
ENAMELON	779541	November 25, 1997
ENAMELON	770540	November 25, 1997

ITALY

ENAMELON	975836	November 28, 1997
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JAPAN

ENAMELON	11-000519	January 6, 1999
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RUSSIAN FEDERATION

ENAMELON	98700241	January 8, 1998
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SOUTH KOREA

ENAMELON	1997-57180	, December 12, 1997
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SPAIN

ENAMELON	2/127,700	June 22, 1998
ENAMELON	2/217,701	November 21, 1997
ENAMELON	2/217,702	November 21, 1997

SWEDEN

ENAMELON	97-10191	December 13, 1997
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State Registered Trademarks

SCHEDULE 1-B

Common Law Trademarks

<u>Trademark</u>	<u>Date of First Use</u>	<u>Comment</u>
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Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Resubmission (Non-Recordation)	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
Document ID # <u>101468467</u>		<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error		<input type="checkbox"/> Merger	Effective Date
Reel # <input type="text"/> Frame # <input type="text"/>		<input type="checkbox"/> Change of Name	Month Day Year
<input type="checkbox"/> Corrective Document		<input checked="" type="checkbox"/> Other	<u>August 30, 2000</u>
Reel # <input type="text"/> Frame # <input type="text"/>		Assignment of security interest in marks & applications owned by Enamelon, Inc.	

Conveying Party Mark if additional names of conveying parties attached

Name The CIT Group/Business Credit, Inc. Execution Date August 30, 2000

Formerly The CIT Group/Credit Finance, Inc.

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name Church & Dwight Co., Inc.

DBA/AKA/TA

Composed of

Address (line 1) 469 North Harrison Street

Address (line 2)

Address (line 3) Princeton New Jersey 08543

City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/247881"/>	<input type="text" value="75/640680"/>	<input type="text" value="75/550286"/>	<input type="text" value="2,166,032"/>	<input type="text" value="762,836"/>	<input type="text" value="2,296,209"/>
<input type="text" value="75/640681"/>	<input type="text" value="75/640679"/>	<input type="text" value="75/417630"/>	<input type="text" value="2,091,936"/>	<input type="text" value="2,302,306"/>	<input type="text"/>
<input type="text" value="75/640682"/>	<input type="text" value="75/640678"/>	<input type="text"/>	<input type="text" value="2,084,229"/>	<input type="text" value="2,296,210"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account if additional fees can be charged to the account).

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Douglas J. McGill
Name of Person Signing

Douglas J. McGill
Signature

November 27, 2000
Date Signed