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01-07-2002



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COMPUTER AND
TECHNOLOGY MATTERS
RELATED LITIGATION

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DIANE DUNN MCKAY
BROOKS R. BRUNEAU
TODD A. DENYS
TIMOTHY X. GIBSON
DAVID P. KRIVOSHIK

January 3, 2002

PATENT AGENT
BRIAN L. BUCKWALTER, Ph.D.

H. HUME MATHEWS (1911-1989)

1.7.02

Commissioner For Trademarks
Assignment Branch
Crystal Gateway #4
Room 300
Washington, DC 20231

Attention: Trademark Assignment Branch

RE: Recordal of Assignment Against U.S. Trademark Registration Nos.
762,836; 2,084,229; 2,091,936; 2,166,032; 2,296,210; 2,296,209;
2,302,306 and Application No. 75/247,881

Our File Number: 4601-192 WO

Dear Sir or Madam:

Enclosed please find a copy of the Assignment of Trademarks between Enamelon, Inc., (a Delaware corporation) and Church & Dwight Company (a Wyoming corporation). Please record and index this document against all trademark registration and application numbers listed above.

1. The Name of the Party conveying an interest:

ENAMELON, INC.

With addresses at both:

15 Kimball Avenue
Yonkers, New York 10704

and 7 Cedar Brook Drive
Cranbury, New Jersey 08512

Entity:

- Individual
- General Partnership
- Corporation – corporation of the State of Delaware
- Other
- Association
- Limited Partnership

TRADEMARK
REEL: 002417 FRAME: 0299

PK/07/2002 6TDM11 00000058 73247881
01 FC:461
02 FC:462
40.00 DP
175.00 DP

2. Name and Address of Party Receiving an Interest:

Church & Dwight Company
Alchem Road
Green River, Wyoming 82935

Entity:

- | | | | |
|-------------------------------------|-----------------------------------------------------|--------------------------|---------------------|
| <input type="checkbox"/> | Individual | <input type="checkbox"/> | Association |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Limited Partnership |
| <input checked="" type="checkbox"/> | Corporation – a corporation of the State of Wyoming | | |
| <input type="checkbox"/> | Other | | |

If not domiciled in the United States, a domestic representative designation is attached:

- | | | |
|--------------------------|-----|------------------------------|
| <input type="checkbox"/> | Yes | <u>Not applicable</u> |
| <input type="checkbox"/> | No | |

3. Interest Conveyed:

- | | | | |
|-------------------------------------|--------------------|--------------------------|-------------------|
| <input checked="" type="checkbox"/> | Assignment | <input type="checkbox"/> | Change of Address |
| <input type="checkbox"/> | Security Agreement | <input type="checkbox"/> | Merger |

4. Application number(s) or **registration(s)** and **application(s)** number(s).

Additional sheet attached: Yes No

A. APPLICATION SERIAL NO.(s)

75/247,881

B. TRADEMARK REGISTRATION NO.(s)

762,836
2,084,229
2,091,936
2,166,032
2,296,209
2,296,210
2,302,306

5. Name and Address of party of whom correspondence concerning document should be mailed.

Todd A. Denys, Esq.
MATHEWS, COLLINS, SHEPHERD & GOULD, PA
100 Thanet Circle, Suite 306
Princeton, NJ 08540-3674
Tel. No. (609) 924-8555

6. Number of applications and registrations involved:

Seven (7) registrations
One (1) application

7. Amount of fee enclosed or authorized to be charged:

\$215.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

13-2165

Your prompt attention to expediting the recordation of this assignment request is greatly appreciated.

If you have any questions, please do not hesitate to telephone me directly at (609) 924-8555.

9. Date of execution of attached document: October 25, 2001 and November 15, 2001

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

1/3/2002
Date

Todd Denys
Signature

Todd A. Denys
Name of Person Signing

Very truly yours,

MATHEWS, COLLINS, SHEPHERD & GOULD

By: Todd Denys
Todd A. Denys, Esq.

/tad
Encls. 1. Copy of trademark assignment
 2. Check in the amount of \$215.00
 3. Schedule A
 4. This official transmittal letter
 5. Acknowledgement postcard

cc: Church & Dwight Co., Inc.

UNITED STATES

SCHEDULE A

REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>
ENAMELINE	762,836
ENAMELON (stylized)	2,296,210
ENAMELON (stylized)	2,296,209
ENAMELON	2,091,936
FLUOREMIN	2,084,229
FOUR PERSON LOGO	2,166,032
LIQUID CALCIUM	2,302,306

APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>
LIQUID CALCIUM	75/247,881

UNITED STATES

SCHEDULE B

<u>Trademark</u>	<u>Application Number</u>
CALCIUM WHITENING SYSTEM	75/664,242
CALMIN	75/313,733
FOUR PERSON LOGO	75/247,882
E (STYLIZED)	75/606,689
E STYLIZED	75/550,286
E (STYLIZED)	74/676,448
E (STYLIZED) & DESIGN	75/023,366
ENAMELON (STYLIZED)	75/640,681
ENAMELON	75/417,630
ENAMELON	74/450,714
ENAMELON	74/340,299
ENAMELON	75/023,365
ENAMELON	75/703,942
ENAMELON SENSITIVE	75/564,949
ENAMELON (STYLIZED)	75/640,682
ENAMELON WHITENING	75/564,946
ENAMELTECH	75/640,678
ENAMELWATCH	75/640,679
FLUOREMIN	75/271,248
PAINBLOC	75/304,587
TITANIUM	75/564,947

TRADEMARK

REEL: 002417 FRAME: 0304

UNITED STATES

ASSIGNMENT OF TRADEMARKS

WHEREAS, Enamelon, Inc., a Delaware corporation formerly located at 15 Kimball Avenue, Yonkers, New York 10704 and presently with a place of business at 7 Cedar Brook Drive, Cranbury, New Jersey 08512 ("Assignor") owns, has adopted, used or has an intention to use the trademarks listed on Schedule A attached hereto and made a part hereof, which trademarks are registered or pending registration in the United States Patent and Trademark Office, and owns, has adopted, used and is using the common law trademarks and trade names listed on Schedule B attached hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, Church & Dwight Company, a Wyoming corporation with a place of business at Alchem Road, Green River, Wyoming 82935 ("Assignee") is desirous of acquiring all of Assignor's rights, title and interest in and to Trademarks; and

WHEREAS, Assignor is presently a debtor and debtor-in-possession in proceedings under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), case number 00-57324; and

WHEREAS, by Order dated April 23, 2001, the Bankruptcy Court authorized the Assignor to sell and assign, pursuant to section 363 of the Bankruptcy Code, substantially all of Assignor's assets, including but not limited to the Trademarks, to Assignee, pursuant to the terms of a certain Asset Purchase Agreement by and between Assignor and Assignee.

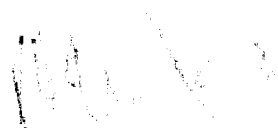
NOW, THEREFORE, in consideration for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby absolutely and unconditionally sell, assign and transfer to the Assignee, its successors, assigns and legal representatives, all of Assignor's rights, title and interest in and to all of the Trademarks and all respective pending applications to register the same anywhere in the world, together with all of the goodwill of the business symbolized by the Trademarks, including without limitation, whatever common law rights in and to such Trademarks Assignor has and all causes of action arising prior to or after the date hereof for infringement of the Trademarks and all claims for damages for past infringement of the same, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made; and

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue or transfer the Trademarks to Assignee, its successors and assigns, as assignee of the rights, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of Assignment.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 22nd
day of October 2001.

ENAMELON, INC.



Dr. Steven R. Fox
Chief Executive Officer

(Corporate Seal)

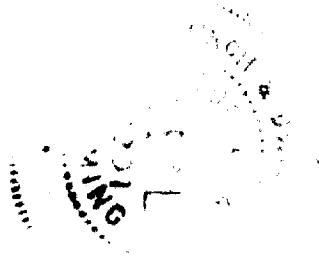
IN WITNESS WHEREOF, Assignee has executed this Assignment this 15th
day of November 2001.

CHURCH & DWIGHT COMPANY



L. Scott Dickerson
President

(Corporate Seal)



United States of America)
State of California) ss:
County of Alameda)

On this 27 th day of October 2001, before me, personally appeared, Dr. Steven R. Fox to me known, who being by me duly sworn, did depose and say that he is Chief Executive Officer of ENAMELON, INC., the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal.

[Signature]
Notary Public

Notarial Seal

United States of America)
State of New Jersey) ss:
County of Mercer)

7/14/02

On this 15 th day of November 2001, before me, personally appeared, L. Scott Dickerson to me known, who being by me duly sworn, did depose and say that he is President of CHURCH & DWIGHT COMPANY, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal.

[Signature]
Notary Public

Notarial Seal

