

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Church & Dwight Company		10/20/2003	CORPORATION: WYOMING

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	950960	AIM
Registration Number:	398731	PEPSODENT
Registration Number:	293898	PEPSODENT
Registration Number:	2454243	
Registration Number:	2014509	MENTADENT
Registration Number:	1832568	MENTADENT
Registration Number:	2762615	MENTADENT
Registration Number:	2758756	MENTADENT
Registration Number:	1827994	MENTADENT
Registration Number:	2413059	MENTADENT. MEANT TO BE DIFFERENT.
Serial Number:	76466974	MENTADENT ONE
Serial Number:	76523248	MENTADENTONE
Registration Number:	2254338	MENTADENT PROCARE
Registration Number:	2418338	MENTADENT SENSITIVE PLUS
Registration Number:	2296945	MENTADENT SURROUND

TRADEMARK

REEL: 002751 FRAME: 0001

900003230

OP \$465.00 950960

Serial Number:	76517067	MENTADENT WHITE & CLEAN
Serial Number:	76456501	INSPIRED BY THE CLEANING ACTION OF FLOSS
Serial Number:	76461128	INTER-SWEEP

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2276

Email: KSolomon@stblaw.com

Correspondent Name: Alison J. Winick, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0817
NAME OF SUBMITTER:	Kimberly Solomon

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 20, 2003 is made by CHURCH & DWIGHT COMPANY, a Wyoming corporation (the "Obligor"), in favor of JPMORGAN CHASE BANK, a New York state banking corporation (formerly The Chase Manhattan Bank), as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 28, 2001, as amended by the First Amendment to the Credit Agreement, dated as of October 20, 2003 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CHURCH & DWIGHT CO., INC., a Delaware corporation and parent of the Obligor (the "Borrower"), the Lenders, the Agent, PNC Bank, National Association, Fleet National Bank, The Bank of Nova Scotia, and National City Bank, each as a Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower party thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of September 28, 2001, in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in its Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto),

to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CHURCH & DWIGHT COMPANY,
as the Obligor

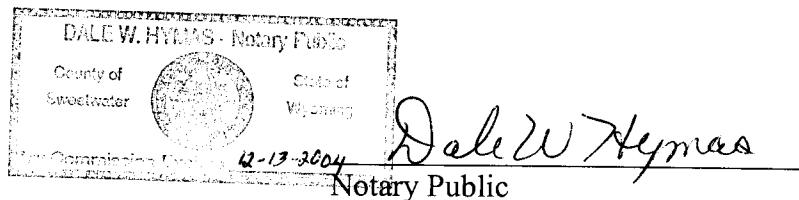
By: L. Scott Dickerson
Name: L. Scott Dickerson
Title: President

JPMORGAN CHASE BANK,
as Administrative Agent

By: _____
Name:
Title:

STATE OF Wyoming)
) ss
COUNTY OF Sweetwater)

On the 16th day of October, 2003, before me personally came L. Scott Dickerson, who is personally known to me to be the President of CHURCH & DWIGHT COMPANY, a Wyoming corporation; who, being duly sworn, did depose and say that she/he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



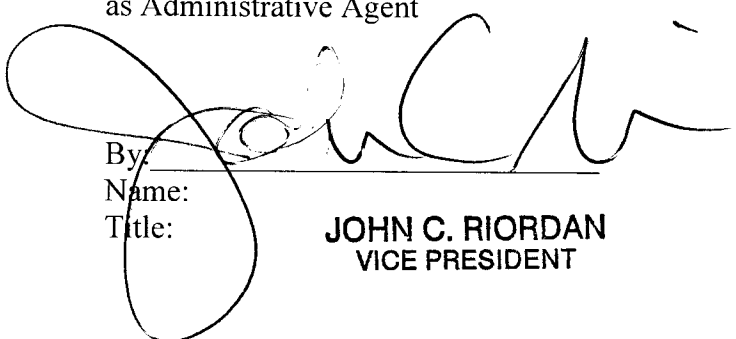
(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CHURCH & DWIGHT COMPANY,
as the Obligor

By: _____
Name:
Title:

JPMORGAN CHASE BANK,
as Administrative Agent

By: 
Name: _____
Title: _____

JOHN C. RIORDAN
VICE PRESIDENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 17th day of October, 2003, before me personally came John Z. Riordan, who is personally known to me to be the Vice President of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Edeline C. Adderley
Notary Public

EDELINE C. ADDERLEY
Notary Public, State of New York
No. 01AD6079940
Qualified in Bronx County
Commission Expires September 03, 2006

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

[Please see attached.]

**SCHEDULE A TO
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS
TRADEMARKS**

**TRADEMARK REGISTRATIONS
FOR MARKS INCLUDING "AIM" OR USED ON AIM PACKAGING**

AIM	United States	950,960
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**TRADEMARK REGISTRATIONS
FOR MARKS INCLUDING "PEPSODENT" OR USED ON PEPSODENT PACKAGING**

PEPSODENT (Stylized)	United States	398,731
PEPSODENT (Stylized)	United States	293,898

**TRADEMARK REGISTRATIONS
FOR MARKS INCLUDING "MENTADENT" OR USED ON MENTADENT PACKAGING**

MARK	COUNTRY	REG. NO. (U.S. PAT. NO.)
Design Only (Pump Design)	United States	2,454,243
MENTADENT	United States	2,014,509
MENTADENT	United States	1,832,568
MENTADENT	United States	2,762,615
MENTADENT and Design	United States	2,758,756
MENTADENT (Stylized)	United States	1,827,994
MENTADENT. MEANT TO BE DIFFERENT	United States	2,413,059
MENTADENT ONE	United States	(76/466,974)
MENTADENT ONE (Stylized)	United States	(76/523,248)
MENTADENT PROCARE (Stylized)	United States	2,254,338
MENTADENT SENSITIVE PLUS	United States	2,418,338
MENTADENT SURROUND	United States	2,296,945
MENTADENT WHITE & CLEAN (Stylized)	United States	(76/517,067)
INSPIRED BY THE CLEANING ACTION OF FLOSS	United States	(76/456,501)
INTER-SWEEP	United States	(76/461,128)