

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Church & Dwight Technologies, Inc.		06/17/2004	CORPORATION: DELAWARE

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: 2		
Property Type	Number	Word Mark
Registration Number:	2364714	BIO-CHLOR
Registration Number:	2381355	FERMENTEN

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2254
Email:	LLevy@stblaw.com
Correspondent Name:	Robyn Rahbar, 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
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NAME OF SUBMITTER:	Lea B. Levy
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Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of June 17, 2004 is made by Church & Dwight Technologies, Inc., a Delaware Corporation (the "Additional Grantor"), in favor of JPMorgan Chase Bank, a New York banking corporation.

WITNESSETH:

WHEREAS, certain of the parties hereto entered into a Credit Agreement dated as of September 28, 2001, among Church & Dwight Co., Inc. (the "Borrower"), the banks and other financial institutions from time to time parties thereto (the "Lenders") and JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as administrative agent (the "Agent") (as amended by the First Amendment thereto, dated as of October 20, 2003, the "Credit Agreement");

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 Borrower and certain other subsidiaries of the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of September 28, 2001, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"), pursuant to which the Borrower and certain of its subsidiaries pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in their Intellectual Property; and

WHEREAS, the Borrower, the Lenders, and the Agent have entered into an Amended and Restated Credit Agreement, dated as of May 28, 2004 (as amended, supplemented or otherwise modified from time to time, the "Amended Credit Agreement") pursuant to which the parties have agreed to amend and restate the Credit Agreement;

WHEREAS, Armkel Condoms, LLC, Armkel Depilatories, LLC, Armkel Diagnostics, LLC, Armkel Dentures, LLC, Armkel Drops, LLC, Armkel Cranbury, LLC, Armkel Products, LLC, Armkel Finance, Inc., and Church & Dwight Technologies, Inc. (the "New Grantors"), have executed and delivered an Assumption Agreement, dated as of May 28, 2004, in favor of the Agent, pursuant to which each of the New Grantors became a party to the Guarantee and Collateral Agreement as a Grantor thereunder; and

WHEREAS, the Additional Grantor 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 Amended Credit Agreement, the Additional Grantor 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 Amended Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Additional Grantor 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 collaterally 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 Additional Grantor 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 Additional Grantor 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 Amended 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 Technologies, Inc.

By: Z. Eiref

Name: Zvi Eiref

Title: Vice President and Treasurer

JPMorgan Chase Bank

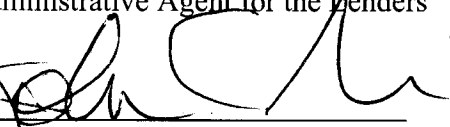
as Administrative Agent for the Lenders

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 Technologies, Inc.

By: _____
Name:
Title:

JPMorgan Chase Bank
as Administrative Agent for the Lenders

By: 
Name: **JOHN C. RIORDAN**
Title: **VICE PRESIDENT**

SCHEDULE A

U.S. Trademarks Registrations

<u>Trademark</u>	<u>Registration Number</u>
BIO-CHLOR	2,364,714
FERMENTEN	2,381,355