

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Church & Dwight Co., Inc.		12/23/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	P.O. Box 2558		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77252		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 47</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	509739	ANTIPHLOGISTINE	
Registration Number:	2364714	BIO-CHLOR	
Serial Number:	78444288	BREATH DEFENSE	
Serial Number:	78565327	BUILT TO LAST	
Serial Number:	78486893	CATPANION CRUSADE	
Serial Number:	78687714		
Serial Number:	76411726		
Serial Number:	78751832	ESCAPE	
Serial Number:	78497611	FEMFRESH	
Registration Number:	2381355	FERMENTEN	
Serial Number:	78572244	FIRST RESPONSE	
Serial Number:	78674277	1 FIRST RESPONSE	
Serial Number:	78766393	FIRST RESPONSE GOLD	
Serial Number:	78771828	FIRST RESPONSE PLATINUM	

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**TRADEMARK**  
**REEL: 003273 FRAME: 0304**

Serial Number:	78765323	FRIDGE PRO
Registration Number:	2795831	LINEANCE
Serial Number:	78694257	MATERNITY ESSENTIALS
Serial Number:	78513631	
Serial Number:	78579425	NAIR DRAMATIC EFFECTS
Serial Number:	78468416	NAIR LIGHTENING EFFECTS
Serial Number:	78425456	NAIR SMOOTHING EFFECTS
Serial Number:	78751825	NICE'N FLUFFY ESCAPE
Serial Number:	78531222	OBVIOUS
Serial Number:	78486776	ORCHARD BLOOM
Serial Number:	78700072	PLAN IT, BABY!
Serial Number:	78753880	PROFIT PORTFOLIO APPROVED
Registration Number:	2812258	
Serial Number:	78533721	SCAVENGER
Registration Number:	827312	SHOWER POWER
Registration Number:	2710298	SPIN BRUSH
Registration Number:	2882803	SPINBRUSH
Serial Number:	78319388	SPINBRUSH PRO RECHARGE
Registration Number:	2693234	STERIMAR
Serial Number:	78423628	SUN TEA SPLASH
Registration Number:	853081	SURGE
Serial Number:	78753855	THE PORTFOLIO FOR PROFITABILITY
Serial Number:	78620106	TROPICAL BREEZE
Serial Number:	78645233	ULTIMATE RADIANCE
Registration Number:	2652631	VANILLA SMOOTHIE
Registration Number:	834884	WINNER'S CIRCLE
Serial Number:	78604168	XTRA
Serial Number:	76362111	XTRA
Registration Number:	2877617	XTRA
Registration Number:	2726860	XTRA
Registration Number:	2829093	XTRA
Serial Number:	78424657	XTRA EASY
Serial Number:	78604178	XTRA

CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7609  
Email: ksolomon@stblaw.com  
Correspondent Name: Kirstie Howard, 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:

Kirstie Howard

Signature:

/kh/

Date:

03/21/2006

Total Attachments: 8

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 23, 2005, is made by Church & Dwight Co., Inc., a Delaware Corporation (the "Borrower"), in favor of JPMorgan Chase Bank, N.A. (formerly known as The Chase Manhattan Bank), as Administrative Agent (the "Agent") for the Lenders (as defined in the Amended and Restated Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of December 23, 2005, among the Borrower, the Agent, and the banks and other financial institutions and entities from time to time parties thereto (the "Lenders"), the Agent as administrative agent (as amended, supplemented or otherwise modified from time to time, the "Amended and Restated 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;

WHEREAS, in connection with the Amended and Restated Agreement, the Borrower has executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of December 23, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Amended Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Amended Guarantee and Collateral Agreement, the Borrower 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 Borrower 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 and Restated Agreement, the Borrower 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in 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 Borrower 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 Amended Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Amended 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 Borrower 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 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 Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CHURCH & DWIGHT CO., INC.

By: Zvi Eiref

Name: Zvi Eiref

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_

Name:

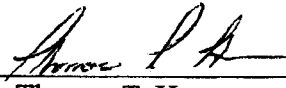
Title:

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

CHURCH & DWIGHT CO., INC.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name: Thomas T. Hou  
Title: Vice President

STATE OF *New Jersey* )  
COUNTY OF *Mercer* ) ss

On the 14<sup>th</sup> day of March, 2006, before me personally came Zvi Eiref, who is personally known to me to be the Chief Financial Officer of CHURCH & DWIGHT CO., INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer 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.

RENEE SMITH  
MERCER COUNTY  
COMMISSION EXP 12.10.09

*Renee Smith*  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



STATE OF New York)  
COUNTY OF New York) ss

On the 15 day of March, 2006, before me personally came  
Thomas Hou, who is personally known to me to be the Vice President of  
JPMorgan Chase Bank, N.A., 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  
Certificate Filed in New York County  
Commission Expires September 3, 2008

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A****U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>
ANTIPHLOGISTINE (on Orange Band)	71/550,031	509,739
BIO-CHLOR	75/808,304	2,364,714
BREATH DEFENSE	78/444,288	
BUILT TO LAST	78/565,327	
CATPANION CRUSADE	78/486,893	
DOLPHIN Design	78/687,714	
Dolphin Design	76/411,726	
ESCAPE	78/751,832	
FEMFRESH	78/497,611	
FERMENTEN	75/809,165	2,381,355
FIRST RESPONSE	78/572,244	
FIRST RESPONSE (and "I" with Human Design)	78/674,277	
FIRST RESPONSE GOLD	78/766,393	
FIRST RESPONSE PLATINUM	78/771,828	
FRIDGE PRO	78/765,323	
LINEANCE	76/415,236	2,795,831
MATERNITY ESSENTIALS	78/694,257	
Miscellaneous design (configuration of a container for depilatory)	78/513,631	
NAIR DRAMATIC EFFECTS	78/579,425	
NAIR LIGHTENING EFFECTS	78/468,416	
NAIR SMOOTHING EFFECTS	78/425,456	
NICE'N FLUFFY ESCAPE	78/751,825	
OBVIOUS	78/531,222	

<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>
ORCHARD BLOOM	78/486,776	
PLAN IT, BABY!	78/700,072	
PROFIT PORTFOLIO APPROVED (emblem design)	78/753,880	
Rainbow Arc Design (XTRA)	76/423,845	2,812,258
SCAVENGER	78/533,721	
SHOWER POWER	72/241,755	827,312
SPIN BRUSH	75/639,303	2,710,298
SPINBRUSH (stylized)	78/041,509	2,882,803
SPINBRUSH PRO RECHARGE	78/319,388	
STERIMAR	76/419,931	2,693,234
SUN TEA SPLASH	78/423,628	
SURGE	72/290,438	853,081
THE PORTFOLIO FOR PROFITABILITY	78/753,855	
TROPICAL BREEZE	78/620,106	
ULTIMATE RADIANCE	78/645,233	
VANILLA SMOOTHIE	76/268,410	2,652,631
WINNER'S CIRCLE	72/258,981	834,884
XTRA	78/604,168	
XTRA	78/604,178	
XTRA	76/362,111	
XTRA	78/293,993	2,877,617
XTRA (and Rainbow Arc Design)	76/423,846	2,726,860
XTRA (and Rainbow Design)	76/362,109	2,829,093
XTRA EASY	78/424,657	