



Signature:	/m/
Date:	07/26/2010
<b>Total Attachments: 7</b> source=C&D SalineTM Sec Agmt (exec)#page1.tif source=C&D SalineTM Sec Agmt (exec)#page2.tif source=C&D SalineTM Sec Agmt (exec)#page3.tif source=C&D SalineTM Sec Agmt (exec)#page4.tif source=C&D SalineTM Sec Agmt (exec)#page5.tif source=C&D SalineTM Sec Agmt (exec)#page6.tif source=C&D SalineTM Sec Agmt (exec)#page7.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of July 9, 2010, is made by Church & Dwight Co., Inc., a Delaware corporation located at 469 North Harrison Street, Princeton, NJ 08543-5297 (the “Borrower”), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, TX 77252, 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”) (as amended, supplemented or otherwise modified from time to time, the “Amended and Restated 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;

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Borrower has executed and delivered a 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 “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the 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 all 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 Credit 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 and Restated Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), 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 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 Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Amended and Restated 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. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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: Matthew J. Farrell  
Name: Matthew T. Farrell  
Title: CFO

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

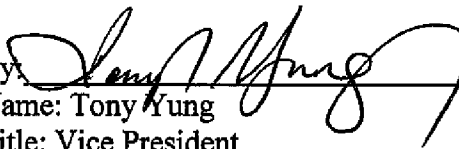
By: \_\_\_\_\_  
Name:  
Title:

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: Tony Yung  
Title: Vice President

STATE OF New Jersey )  
 ) ss  
COUNTY OF Mercur )

On the 16<sup>th</sup> day of July, 2010, before me personally came Matthew T. Farrell  
who is personally known to me to be the CFO of CHURCH & DWIGHT CO.,  
INC, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the  
CFO 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.

B. PANDORA WILSON-CHESS  
ID # 2377519  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 9/2/2013

B. Pandora Wilson-Chess  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York )  
COUNTY OF New York ) ss

On the <sup>th</sup> 20 day of July, 2010, before me personally came Tony Yung, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association 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 association; and that she/he acknowledged said instrument to be the free act and deed of said association.

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  
MY COMMISSION EXPIRES SEPT. 3, 2010

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

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

<u>Trademark</u>	<u>Registration or Application Number</u>
SIMPLY SALINE	2,520,939
WOUND WASH SALINE	2,584,009
CLEANSING MIST	2,641,302
NASAL MOIST	1,733,926