

05-01-2002



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**COVER SHEET**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission type**

- ☒ New  
☐ Resubmission (Non-Recordation)

Document ID#

- ☐ Correction of PTO Error

Reel #

Frame #

- ☐ Corrective Document

Reel #

Frame #

**Conveyance**

**Type**

- ☒ Assignment  
☐ License  
☐ Merger  
☐ Security Agreement  
☐ Change of Name  
☐ Other

**U.S. Government**

(For Use ONLY by U.S. Government Agencies)

- ☐ Departmental File ☐ Secret File

**Conveying Parties(ies)**

- ☐ Mark if additional names of conveying parties attached

Name (line 1) Enamelon, Inc.

Execution Date  
Month Day Year  
05 23 2001

Name (line 2)

**Second Party**

Name (line 1)

Execution Date  
Month Day Year  
05 23 2001

Name (line 2)

**Receiving Party**

- ☐ Mark if additional names of receiving parties attached

Name (line 1) Church & Dwight Co., Inc.

Name (line 2)

- ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1) 469 North Harrison Street

Address (line 2)

Address (line 3) Princeton

City

New Jersey

State/Country

08543

Zip Code

**Domestic Representative Name and Address**

Enter for the First Receiving Party Only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**FOR OFFICE USE ONLY**

04/30/2002 DBYRME 00000055 09884354

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Mail Documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
**REEL: 012834 FRAME: 0413**

**Correspondent Name and Address**

Area Code and Telephone Number 973-549-7082

Name Douglas J. McGill, Esq.

Address (line 1) Drinker Biddle & Shanley LLP

Address (line 2) 500 Campus Drive

Address (line 3)

Address (line 4) Florham Park, New Jersey 07932

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

2

**Application Number(s) or Patent Number(s)**



Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

09/884,354

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed



Deposit Account



Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

**Deposit Account Number:**

#

Authorization to charge additional fees:

Yes



No



**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Douglas J. McGill

Name of Person Signing

Douglas J. McGill

Signature

4-8-02

Date

### ASSIGNMENT OF PATENTS

WHEREAS, Enamelon, Inc., a Delaware corporation with a place of business at 7 Cedar Brook Drive, Cranbury, New Jersey 08512 ("Assignor") is the owner of the letters patent and applications for letters patent, of the United States, set forth on Schedule A attached hereto and made a part hereof (the "Patents"); and

WHEREAS, Church & Dwight Co., Inc., a Delaware corporation with a place of business at 469 North Harrison Street, Princeton, New Jersey 08543 ("Assignee") is desirous of acquiring all of Assignor's rights, title and interest in and to the Patents; 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 Patents, 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 Patents, all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part and extensions thereof, and all causes of action arising prior to or after the date hereof for infringement of the Patents and all claims for damages for past infringement of same; and

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

Assignor further sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives all of Assignor's rights, title and interest in and to the inventions disclosed in the Patents, including all pending applications thereon and the right to file further applications and to obtain patents, utility models, industrial models and designs for said inventions in its own name, including all rights of priority, all rights to publish cautionary notices reserving ownership of such inventions and all rights to register said inventions in appropriate registries; and

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.

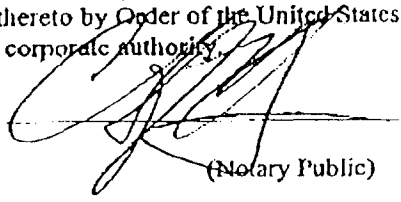
IN WITNESS WHEREOF, Assignor has executed this Assignment this 23 day of May, 2001.

ENAMELON, INC.

By: [Signature]  
Dr. Steven R. Fox, Chief Executive Officer

State of New York )  
County of New York ) SS:

On this 23 day of May, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Dr. Steven R. Fox, to me well known, who, being duly sworn, did depose and say that he is the Chief Executive Officer of Enamelon, Inc., the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by Order of the United States Bankruptcy Court for the District of New Jersey and with all necessary corporate authority.

  
(Notary Public)

My Commission Expires:

\_\_\_\_\_  
(Seal)

CLIFFORD A. KATZ  
Notary Public, State of New York  
No. 4947121  
Qualified in Nassau County  
Commission Expires 2/13/03