

**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		12/23/2005	CORPORATION: WYOMING

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 153**

Property Type	Number	Word Mark
Registration Number:	963131	10 FOR 1
Registration Number:	2660563	
Registration Number:	2815502	A COUPLE OF SHAKES IS ALL IT TAKES!
Registration Number:	1984558	A LITTLE LOVIN'
Serial Number:	78487830	AIM
Serial Number:	78609755	ARM & HAMMER
Serial Number:	78711582	ARM & HAMMER
Serial Number:	78428809	ARM & HAMMER
Serial Number:	78586315	ARM & HAMMER
Registration Number:	2924295	ARM & HAMMER
Serial Number:	78428828	ARM & HAMMER THE STANDARD OF PURITY
Serial Number:	78586323	ARM & HAMMER THE STANDARD OF PURITY
Serial Number:	78609760	ARM & HAMMER THE STANDARD OF PURITY
Serial Number:	78711594	ARM & HAMMER THE STANDARD OF PURITY

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Registration Number:	2968407	ARM & HAMMER THE STANDARD OF PURITY
Serial Number:	78776342	ARM & HAMMER THE STANDARD OF PURITY REFRESH
Registration Number:	2619293	BREATHCARE
Serial Number:	78670696	ARM & HAMMER FRESH 'N CLEAN
Serial Number:	78530747	ARM & HAMMER FRESHEN
Registration Number:	2972797	ARM & HAMMER PET HAIR VAC-AWAY
Serial Number:	78765204	ARM & HAMMER REFRESH
Registration Number:	2813790	ARMACAD
Serial Number:	78401418	ARMAKLEEN
Registration Number:	641534	ARRID
Registration Number:	836880	ARRID
Registration Number:	1925010	ARRID
Registration Number:	1516138	ARRID EXTRA DRY
Registration Number:	2987600	ARRID EXTRA EXTRA DRY
Registration Number:	1010907	ARRID XX
Registration Number:	988247	AVITRON
Registration Number:	2950190	BETTER CARE FOR THE CLOTHES YOU WEAR
Registration Number:	1019191	BOUNDARY
Registration Number:	2683002	
Registration Number:	2843104	CAMEO
Registration Number:	1590933	CAT-A-COMB
Serial Number:	78335165	CINNAMON BLAST
Serial Number:	78335168	CINNAMON SPARKLE
Serial Number:	78513597	CLASSIC FRESH BURST
Registration Number:	2714512	CLASSIC FRESH FRAICHEUR CLASSIQUE FRESCURA CLASICA
Registration Number:	2925904	CLEAN BURST
Registration Number:	2767726	CLEAN MOUNTAIN FRAICHEUR DES MONTAGNES FRESCURA DE MONTANA
Registration Number:	1610997	COLOR GUARD
Registration Number:	2913517	COOL BLAST
Registration Number:	2613272	COOL RAPIDS
Registration Number:	2729277	COOL SHOWER
Registration Number:	2608098	CORAL BREEZE
Serial Number:	78377482	CRYSTAL BOOST

Serial Number:	78269455	CRYSTAL BURST
Registration Number:	1052744	DOUBLE X
Registration Number:	1618342	DUET
Registration Number:	1074421	EAR-GROOM
Registration Number:	1407339	EAR-RITE
Registration Number:	2857979	EASY FLUSH
Registration Number:	2872997	ENAMEL CARE
Registration Number:	856180	ETERNALLY EVE
Registration Number:	1757964	EVICT
Registration Number:	2209535	EVICT DS
Serial Number:	78574270	FABRICARE
Registration Number:	838520	FEEL OF CLEAN
Registration Number:	870755	FEMALT
Registration Number:	1773020	FINE IDEA
Serial Number:	78418703	FRESH BURST
Serial Number:	78237747	FRESH 'N CLEAN
Registration Number:	1433494	FRESH 'N CLEAN
Registration Number:	1412910	FRESH 'N CLEAN
Registration Number:	1472292	FRESH 'N CLEAN
Registration Number:	1635271	FRESH 'N CLEAN
Registration Number:	1638093	FRESH 'N CLEAN
Registration Number:	1644222	FRESH 'N CLEAN
Registration Number:	2961537	FRESH 'N CLEAN
Registration Number:	2984276	FRESH 'N CLEAN
Serial Number:	78674980	FRESH 'N CLEAN SILKE
Registration Number:	2206130	HAIR RAISER
Registration Number:	2817143	HELPS IN A HURRY
Registration Number:	1839450	ITTY-BITTY
Registration Number:	1156049	LADY'S CHOICE
Registration Number:	1179752	LADY'S CHOICE
Serial Number:	78653867	LAMBERT KAY
Serial Number:	78621724	LAMBERT KAY
Registration Number:	2335343	LAMBERT KAY
Registration Number:	2335347	LAMBERT KAY
Registration Number:	2500176	LAMBERT KAY SHED RELIEF

Registration Number:	990974	LAMBERT-KAY
Registration Number:	2192766	LEFT ALONE
Serial Number:	78374614	LIFT ALL
Registration Number:	2026287	LIGHT POWDER
Registration Number:	823586	LINATONE
Registration Number:	1680944	LINATONE PLUS
Registration Number:	1108346	LK LAMBERT KAY
Registration Number:	1607999	LK LAMBERT KAY
Registration Number:	988564	MEDI-CLEEN
Serial Number:	78432487	MINT SPARKLE
Registration Number:	3010084	
Registration Number:	2162745	MORNING CLEAN
Registration Number:	1995644	MOTHER'S HELPER
Registration Number:	1995645	MOTHER'S HELPER
Registration Number:	2042863	MR. SPATS
Registration Number:	1472325	MR. SPATS' CAT-A-COMB
Registration Number:	2089866	NEAR 'N DEAR
Registration Number:	1445839	NO TANGLE
Serial Number:	78327878	ODORASER
Registration Number:	2339280	OLD RELIABLE
Serial Number:	78241953	OPEN WINDOWS
Serial Number:	78473810	OXY ACTION
Registration Number:	2891897	OXY-STRENGTH
Registration Number:	2930756	PEPSODENT
Serial Number:	78653876	PET FRESH
Registration Number:	2891878	PET HAIR VAC-AWAY
Registration Number:	980872	PET PECTILLIN
Registration Number:	2089869	POLAR WHITE
Serial Number:	78751859	POWERFULLY CLEAN, NATURALLY FRESH
Registration Number:	982714	PREMIUM
Serial Number:	78492836	PROCARE
Registration Number:	964374	PRO-COAT
Registration Number:	965243	PRO-GROOM
Registration Number:	2814996	RAIN DROPS
Registration Number:	2690563	RAPIDMELT

Serial Number:	78418294	REPLENISHING WHITE
Registration Number:	1856270	SCRATCH'R CIZER
Registration Number:	2754528	SCRUB 'N TOSS
Registration Number:	2235251	SENSITIVE ISSUE
Serial Number:	78428041	SHEER LUMINANCE
Registration Number:	1520495	SHIELD
Serial Number:	78428798	SMILE REPLENISHING
Registration Number:	963130	SNOWY-COAT
Registration Number:	2865787	STOP GARBAGE ODOR
Registration Number:	2677742	STOP LITTER ODOR
Registration Number:	2701560	STRIP & SHINE
Registration Number:	1105441	TAKE CHARGE
Registration Number:	737369	TANGLE-FREE
Registration Number:	684682	THERALIN
Registration Number:	1584281	THERALIN VMP
Registration Number:	2746315	TOTAL SPORT
Registration Number:	2924285	TROPICAL BURST
Serial Number:	78241690	TROPICAL PASSION
Registration Number:	2022546	TUFF ON TANGLES
Registration Number:	1484315	TWINCO
Registration Number:	1490180	TWINCO
Registration Number:	1489922	TWINCO
Registration Number:	548948	TWINCO
Registration Number:	2674680	ULTRAMAX
Serial Number:	78773100	VET'S CHOICE
Serial Number:	78773093	VET'S CHOICE
Registration Number:	1616788	VET'S OWN
Registration Number:	1659408	VICTORY
Registration Number:	869877	VICTORY
Registration Number:	869876	VICTORY
Registration Number:	2655962	WIDE-TRACK
Registration Number:	2605624	WILD BREEZE
Registration Number:	834883	WINNER'S CIRCLE
Registration Number:	1607479	LK LAMBERT KAY
Registration Number:	1876232	LK LAMBERT KAY

Registration Number: 1607905 LK LAMBERT KAY

**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: 12  
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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 Company, a Wyoming Corporation (the "Grantor"), 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 Church & Dwight Company, Inc. (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 Grantor 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 Grantor 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 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 Grantor pursuant to the Amended and Restated Agreement, the 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor 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 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 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 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 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 COMPANY

By: Zvi Eiref

Name: Zvi Eiref

Title: Chief Financial Officer

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

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

Name:

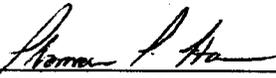
Title:

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 COMPANY

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 )  
 ) ss  
COUNTY OF Mercer )

On the 14 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 COMPANY, a Wyoming 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 )<sup>SS</sup>

On the 15<sup>th</sup> 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

**EDELIN 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>
10 FOR 1	72/431,914	963,131
3 HOUR POWER Design (partial face of a clock)	76/237,382	2,660,563
A COUPLE OF SHAKES IS ALL IT TAKES!	76/379,813	2,815,502
A LITTLE LOVIN'	74/527,091	1,984,558
AIM	78/487,830	
ARM & HAMMER	78/609,755	
ARM & HAMMER	78/711,582	
ARM & HAMMER	78/428,809	
ARM & HAMMER	78/586,315	
ARM & HAMMER	78/252,441	2,924,295
ARM & HAMMER (SOP logo)	78/428,828	
ARM & HAMMER (SOP logo)	78/586,323	
ARM & HAMMER (SOP logo)	78/609,760	
ARM & HAMMER (SOP logo)	78/711,594	
ARM & HAMMER (SOP logo)	78/252,442	2,968,407
ARM & HAMMER (SOP logo) REFRESH	78/776,342	
ARM & HAMMER (SOP slanted logo) BREATHCARE	75/698,796	2,619,293
ARM & HAMMER FRESH 'N CLEAN	78/670,696	
ARM & HAMMER FRESHEN	78/530,747	
ARM & HAMMER PET HAIR VAC-AWAY	78/161,391	2,972,797
ARM & HAMMER REFRESH	78/765,204	
ARMACAD	76/405,140	2,813,790
ARMAKLEEN	78/401,418	

Trademark	Application Number	Registration Number
ARRID	72/007070	641,534
ARRID	72/257,361	836,880
ARRID	74/597,786	1,925,010
ARRID EXTRA DRY	73/716,876	1,516,138
ARRID EXTRA EXTRA DRY	78/446,679	2,987,600
ARRID XX	73/018,418	1,010,907
AVITRON	72/431,904	988,247
BETTER CARE FOR THE CLOTHES YOU WEAR	78/286,630	2,950,190
BOUNDARY	73/032,773	1,019,191
BRILLO Sunburst Trade Dress	76/351,019	2,683,002
CAMEO	78/241,708	2,843,104
CAT-A-COMB	73/818,874	1,590,933
CINNAMON BLAST	78/335,165	
CINNAMON SPARKLE	78/335,168	
CLASSIC FRESH BURST	78/513,597	
CLASSIC FRESH FRAICHEUR	76/347,729	2,714,512
CLASSIQUE FRESCURA CLASICA		
CLEAN BURST	78/244,343	2,925,904
CLEAN MOUNTAIN FRAICHEUR DES MONTAGNES FRESCURA DE	76/347,725	2,767,726
COLOR GUARD	73/753,919	1,610,997
COOL BLAST	76/344,584	2,913,517
COOL RAPIDS	76/080,782	2,613,272
COOL SHOWER	78/152,269	2,729,277
CORAL BREEZE	76/115,731	2,608,098
CRYSTAL BOOST	78/377,482	
CRYSTAL BURST	78/269,455	
DOUBLE X	73/71,889	

Trademark	Application Number	Registration Number
DUET	74/022,500	1,618,342
EAR-GROOM	73/115,643	1,074,421
EAR-RITE	73/580,846	1,407,339
EASY FLUSH	78/236,042	2,857,979
ENAMEL CARE	78/245,702	2,872,997
ETERNALLY EVE	72/279,715	856,180
EVICT	74/299,071	1,757,964
EVICT DS	75/183,876	2,209,535
FABRICARE	78/574,270	
FEEL OF CLEAN	72/249,838	838,520
FEMALT	72/297,297	870,755
FINE IDEA	74/313,126	1,773,020
FRESH BURST	78/418,703	
FRESH 'N CLEAN	78/237,747	
FRESH 'N CLEAN	73/612,046	1,433,494
FRESH 'N CLEAN	73/589,689	1,412,910
FRESH 'N CLEAN	73/662,721	1,472,292
FRESH 'N CLEAN	74/052,890	1,635,271
FRESH 'N CLEAN	74/052,888	1,638,093
FRESH 'N CLEAN	74/052,886	1,644,222
FRESH 'N CLEAN	78/359,915	2,961,537
FRESH 'N CLEAN	78/976,211	2,984,276
FRESH 'N CLEAN SIKE	78/674,980	
HAIR RAISER	75/232,217	2,206,130
HELPS IN A HURRY	78/175,295	2,817,143
ITTY-BITTY	74/216,826	1,839,450
LADY'S CHOICE	73/233,265	1,156,049
LADY'S CHOICE	73/233,264	1,179,752
LAMBERT KAY	78/653,867	

Trademark	Application Number	Registration Number
LAMBERT KAY	78/621,724	
LAMBERT KAY	75/644,294	2,335,343
LAMBERT KAY	75/644,917	2,335,347
LAMBERT KAY SHED RELIEF	76/130,225	2,500,176
LAMBERT-KAY	72/431,893	990,974
LEFT ALONE	75/224,630	2,192,766
LIFT ALL	78/374,614	
LIGHT POWDER	74/573,567	2,026,287
LINATONE	72/243,143	823,586
LINATONE PLUS	74/072,016	1,680,944
LK LAMBERT KAY & Design	73/143,711	1,108,346
LK LAMBERT KAY & Design	73/837,874	1,607,479
LK LAMBERT KAY & Design	74/103,304	1,876,232
LK LAMBERT KAY & Design	73/837,898	1,607,905
LK LAMBERT KAY & Design	73/837,796	1,607,999
MEDI-CLEEN	72/431,898	988,564
MINT SPARKLE	78/432,487	
Misc. Design (Red Circle Logo/Yellow/Orange Background)	76/575,314	3,010,084
MORNING CLEAN	75/168,955	2,162,745
MOTHER'S HELPER	74/732,423	1,995,644
MOTHER'S HELPER	74/732,424	1,995,645
MR. SPATS	74/722,657	2,042,863
MR. SPATS' CAT-A-COMB AND DESIGN	73/628,886	1,472,325
NEAR 'N DEAR	75/025,438	2,089,866
NO TANGLE	73/600,720	1,445,839
ODORASER	78/327,878	
OLD RELIABLE	75/546,039	2,339,280

Trademark	Application Number	Registration Number
OPEN WINDOWS	78/241,953	
OXY ACTION	78/473,810	
OXY-STRENGTH	78/191,151	2,891,897
PEPSODENT	78/367,291	2,930,756
PET FRESH	78/653,876	
PET HAIR VAC-AWAY	78/161,400	2,891,878
PET PECTILLIN	72/431,915	980,872
POLAR WHITE	75/026,089	2,089,869
POWERFULLY CLEAN, NATURALLY FRESH	78/751,859	
PREMIUM	72/431,910	982,714
PROCARE	78/492,836	
PRO-COAT	72/434,747	964,374
PRO-GROOM	72/431,909	965,243
RAIN DROPS	78/185,081	2,814,996
RAPIDMELT (and Design)	76/392,009	2,690,563
REPLENISHING WHITE	78/418,294	
SCRATCH'R CIZER	74/363,382	1,856,270
SCRUB'N TOSS	78/147,864	2,754,528
SENSITIVE ISSUE	75/316,035	2,235,251
SHEER LUMINANCE	78/428,041	
SHIELD	73/696,352	1,520,495
SMILE REPLENISHING	78/428,798	
SNOWY-COAT	72/431,913	963,130
STOP GARBAGE ODOR (and Design)	76/418,640	2,865,787
STOP LITTER ODOR (with stop sign design)	76/392,007	2,677,742
STRIP & SHINE	76/355,521	2,701,560
TAKE CHARGE	73/165,751	1,105,441

<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>
TANGLE-FREE	72/125,697	737,369
THERALIN	72/062,195	684,682
THERALIN VMP	73/751,436	1,584,281
TOTAL SPORT	76/373,264	2,746,315
TROPICAL BURST	78/247,336	2,924,285
TROPICAL PASSION	78/241,690	
TUFF ON TANGLES	74/647,192	2,022,546
TWINCO	73/683,636	1,484,315
TWINCO	73/683,604	1,490,180
TWINCO	73/683,605	1,489,922
TWINCO	71/581,632	548,948
ULTRAMAX	76/371,419	2,674,680
VET'S CHOICE	78/773,100	
VET'S CHOICE	78/773,093	
VET'S OWN	74/022,597	1,616,788
VICTORY	74/103,004	1,659,408
VICTORY	72/296,432	869,877
VICTORY	72/296,431	869,876
WIDE-TRACK	76/271,453	2,655,962
WILD BREEZE	76/135,064	2,605,624
WINNER'S CIRCLE	72/257,691	834,883