

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 Virginia Co., Inc.		12/23/2005	CORPORATION: VIRGINIA

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: 38

Property Type	Number	Word Mark
Serial Number:	78560873	ELEXA
Serial Number:	78560867	ELEXA
Serial Number:	78560860	ELEXA
Serial Number:	78576362	ELEXA A WOMAN'S PERSPECTIVE BY TROJAN
Serial Number:	78558535	ICONDOM
Serial Number:	78564565	ICONDOM!
Serial Number:	78751663	IT'S ON!
Registration Number:	1669284	
Serial Number:	78678162	LIVE LARGE
Serial Number:	78435243	MAGNUM BY TROJAN
Serial Number:	78435231	MAGNUM BY TROJAN
Serial Number:	78508512	N
Registration Number:	2990218	MINT TINGLE
Serial Number:	78581482	

OP \$965.00 78560873

Serial Number:	78576356	
Registration Number:	3021896	NATURALUBE
Registration Number:	2911797	SHARED PLEASURE
Serial Number:	78403824	SHEER PLEASURE
Serial Number:	78753940	TROJAN
Serial Number:	76362114	TROJAN
Registration Number:	2637237	TROJAN
Serial Number:	78566600	TROJAN
Serial Number:	78569807	TROJAN
Serial Number:	78566594	TROJAN
Serial Number:	76362110	TROJAN
Serial Number:	78434608	TROJAN MAGNUM
Serial Number:	78434584	TROJAN MAGNUM
Serial Number:	76362113	TROJAN MAN
Serial Number:	78292339	TROJAN SUPRA
Serial Number:	78292373	TROJAN SUPRA
Registration Number:	2875092	TROJAN-ENZ
Registration Number:	2799342	TWISTED PLEASURE
Serial Number:	78620710	TWISTER
Serial Number:	78755859	
Serial Number:	78753985	
Serial Number:	78434589	
Serial Number:	78570734	
Registration Number:	2832179	

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 source=C&DVCOMP#page1.tif source=C&DVCOMP#page2.tif source=C&DVCOMP#page3.tif source=C&DVCOMP#page4.tif source=C&DVCOMP#page5.tif source=C&DVCOMP#page6.tif source=C&DVCOMP#page7.tif source=C&DVCOMP#page8.tif	

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 Virginia Co., Inc., a Virginia 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.

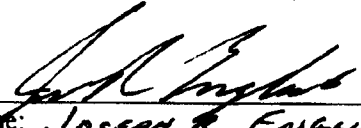
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Amended 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 VIRGINIA CO., INC.

By: 
Name: JOSEPH R. ENGLISH
Title: PRESIDENT.

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 VIRGINIA CO., INC.

By: _____
Name:
Title:

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

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

STATE OF New York)
COUNTY OF New York) SS

On the 15th 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

Trademark	Application Number	Registration Number
ELEXA	78/560,873	
ELEXA	78/560,867	
ELEXA	78/560,860	
ELEXA A WOMAN'S PERSPECTIVE BY TROJAN and Design	78/576,362	
ICONDOM	78/558,535	
iCONDOM!	78/564,565	
IT'S ON!	78/751,663	
LAMB'S HEAD Logo (facing left)	74/104,693	1,669,284
LIVE LARGE	78/678,162	
MAGNUM BY TROJAN	78/435,243	
MAGNUM BY TROJAN	78/435,231	
Miscellaneous design of N	78/508,512	
MINT TINGLE	78/150,716	2,990,218
Miscellaneous Design of a woman (ELEXA Packaging w/o Circle)	78/581,482	
Miscellaneous Design of a woman (ELEXA Packaging)	78/576,356	
NATURALUBE	78/363,088	3,021,896
SHARED PLEASURE	78/256,849	2,911,797
SHEER PLEASURE	78/403,824	
TROJAN	78/753,940	
TROJAN	76/362,114	
TROJAN	76/300,866	2,637,237
TROJAN	78/566,600	
TROJAN	78/569,807	
TROJAN	78/566,594	

Trademark	Application Number	Registration Number
TROJAN (Stylized Ver 1)	76/362,110	
TROJAN MAGNUM	78/434,608	
TROJAN MAGNUM	78/434,584	
TROJAN MAN	76/362,113	
TROJAN SUPRA & Design (ver. 2)	78/292,339	
TROJAN SUPRA & Design (ver. 2)	78/292,373	
TROJAN-ENZ	78/314,462	2,875,092
TWISTED PLEASURE	78/150,706	2,799,342
TWISTER	78/620/710	
WARRIOR HEAD LOGO (FACING RIGHT) ver 1	78/755,859	
WARRIOR HEAD LOGO (FACING RIGHT) ver 1	78/753,985	
WARRIOR HEAD LOGO (FACING RIGHT) ver 1	78/434,589	
WARRIOR HEAD LOGO (FACING RIGHT) ver 1	78/570,734	
WARRIOR HEAD LOGO (FACING RIGHT) ver 1	78/270,185	2,832,179