

12-26-2001

iked FORM PTO-1594  
1-31-92



101924545

COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

12-26-01  
Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **C & D Detergents, Inc.**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (DE) **12/26/01**
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent  
 Internal Address: \_\_\_\_\_  
 Street Address: P.O. Box 2558  
 City: Houston State: TX ZIP: 77252

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: September 28, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **75/724,821 ; 76/057,441 ; 76/216,988**

B. Trademark Registration No.(s) **1,575,962 ; 1,637,328 ; 2,133,908**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Greenberg, Esq.  
 Internal Address: Simpson Thacher & Bartlett  
 \_\_\_\_\_  
 Street Address: 425 Lexington Avenue  
 \_\_\_\_\_  
 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): ..... \$165.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. 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.*

Robyn Greenberg, Esq.  
Name of Person Signing

*Robyn Greenberg*  
Signature

12/21/01  
Date

Total number of pages comprising cover sheet: 9

12/27/2001 GT011 0000064 75724821

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

01 FC:481  
02 FC:482

40.00 OP  
125.00 OP

**TRADEMARK  
REEL: 002412 FRAME: 0114**

**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of September 28, 2001 is made by C&D DETERGENTS, INC., a Delaware corporation (the "Obligor"), in favor of THE CHASE MANHATTAN BANK, a New York state banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CHURCH & DWIGHT CO., INC., a Delaware corporation and parent of the Obligor ("Borrower"), the Lenders, the Agent, PNC Bank, National Association, Fleet National Bank, The Bank of Nova Scotia, and National City Bank, each as a Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

**W I T N E S S E T H:**

WHEREAS, pursuant to the 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; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of September 28, 2001, in favor of 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 Obligor 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 Obligor 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 Credit Agreement, the Obligor 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 Credit Agreement and the Guarantee and Collateral Agreement.

**SECTION 2. Grant of Security Interest.** The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, 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 Obligor 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 Obligor 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 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.

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 Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

C&D DETERGENTS, INC.

By: Zu Eiven  
Name: *Zu Eiven*  
Title: *Vice President of Finance  
Chief Financial Officer*

THE CHASE MANHATTAN BANK  
as Administrative Agent for the Lenders

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

STATE OF )  
 ) ss  
COUNTY OF )

On the 28<sup>th</sup> day of September, 2001, before me personally came L. Suet, who is personally known to me to be the VICE PRESIDENT OF FINANCE of Chief Financial Officer of C&D DETERGENTS, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VICE PRESIDENT OF FINANCE 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.

Lasean Morris  
Notary Public

(PLACE STAMP AND SEAL ABOVE)


LASEAN MORRIS  
Notary Public  
State of New Jersey  
Commission Expires (Dec. 8, 2005)

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

C&D DETERGENTS, INC.

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

THE CHASE MANHATTAN BANK  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name:  
Title: BRUCE BORDEN  
VICE PRESIDENT

STATE OF New York )  
 ) ss  
COUNTY OF New York

On the 28<sup>th</sup> day of September, 2001, before me personally came Ernie Boden, who is personally known to me to be the vice president of the Chase Manhattan Bank, 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.

Sandra M. Reddy  
Notary Public **SANDRA M. REDDY**  
**NOTARY PUBLIC, State of New York**  
**No. 01KE6012762**  
**Qualified in New York County**  
**Commission Expires August 31, 2002**

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

[Please see attached.]



MASTER FILE REPORT

PCMASTER REPORTER

C & D Detergents, Inc. USA Trademarks

12/19/2001 10 00 PAGE: 1

Mark Name	Curr App No	Curr Reg No	Curr Owner Line 1
NICE 'N FLUFFY XTRA	73/803425 73/829862	1575962 1637328	C & D Detergents, Inc. C & D Detergents, Inc.
CLASSICA XTRA MOUNTAIN RAIN	75/151282 75/724821	2133908	C & D Detergents, Inc. C & D Detergents, Inc.
COLOR HOLD (and Design) XTRA PLUS	76/057441 76/216988		C & D Detergents, Inc. C & D Detergents, Inc.