

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Church & Dwight Co., Inc.		08/17/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 96**

Property Type	Number	Word Mark
Serial Number:	78825655	100% TOUGH
Serial Number:	78551112	ALLURA
Serial Number:	78551098	ALLURAFIBER
Serial Number:	78350722	BANANA BLAST!
Serial Number:	78860295	BATH BLASTER
Serial Number:	78860317	BATHROOM BLASTER
Registration Number:	2932112	
Registration Number:	3083788	BOWL BLASTER
Serial Number:	78810862	BREAK FREE FROM THE HASSLE OF LAUNDRY
Registration Number:	2794902	CLEAN EASY, BREATHE EASY!
Serial Number:	78545094	CLEANUP HAS NEVER BEEN EASIER
Registration Number:	3065441	CLEAR ELEMENTS
Serial Number:	78857601	CLEARLOOK
Registration Number:	2869586	

OP \$2415.00 78825655

Serial Number:	78651315	DIRT LOCK
Serial Number:	78373088	GALACTIC GRAPE
Serial Number:	78813309	GETS YOUR CLOTHES CLEANER THAN CLEAN
Registration Number:	2956347	GRAPEFRUIT ZEST
Registration Number:	2467988	GREAT CLEANERS REALLY DO GROW ON TREES
Registration Number:	2984402	GREATCLEANERS.COM
Serial Number:	78860329	GROUT BLASTER
Registration Number:	3082543	HARDWOOD UNIVERSITY
Registration Number:	3082547	HU HARDWOOD UNIVERSITY ORANGE GLO
Registration Number:	2964194	I LOVE LEMON
Registration Number:	2964301	I LOVE LEMON
Registration Number:	2998119	ISLAND CITRUS SPLASH
Serial Number:	78841426	IT'S NOT A LIQUID, IT'S NOT A POWDER, IT'S THE FUTURE
Registration Number:	2982267	KABAM
Registration Number:	2548477	KABOOM
Registration Number:	2785030	KABOOM
Registration Number:	2928036	KABOOM
Registration Number:	3011489	KABOOM
Registration Number:	3015699	KABOOM
Registration Number:	2982266	KABUG
Serial Number:	78860321	KITCHEN BLASTER
Serial Number:	78827243	LOAD RELEASE
Serial Number:	78373092	LUNAR LIME
Registration Number:	2872537	MILLIONS BELIEVE FOR A REASON
Serial Number:	78517551	MINGLEMIND
Serial Number:	78545882	MINGLEMIND
Serial Number:	78827253	MIRACLE BALL
Serial Number:	78534072	MIRACLE FOAM
Registration Number:	1491182	MOPSTER
Serial Number:	78434777	MORNING MIST
Serial Number:	78778164	MOUNTAIN VALLEY
Registration Number:	2544402	
Registration Number:	3122752	TRIPLE POWER
Serial Number:	78800780	ONE BALL DOES IT ALL
Registration Number:	1851259	ORANGE CLEAN

Registration Number:	2776887	ORANGE CLEAN
Registration Number:	2855122	ORANGE CLEAN
Serial Number:	78477364	ORANGE CLEAN
Registration Number:	3001599	ORANGE CLEAN FRESH VANILLA
Registration Number:	2319693	ORANGE ELIMINATOR
Registration Number:	2108399	ORANGE GLO
Registration Number:	3119962	ORANGE GLO
Registration Number:	2858006	ORANGE GLO
Registration Number:	2494108	ORANGE GLO (DESIGN)
Registration Number:	2802502	ORANGE GLO MADE WITH PURE ORANGE OIL
Registration Number:	2537319	ORANGE GLO PROFESSIONAL SERIES
Serial Number:	78373082	OUTER-SPACE ORANGE!
Registration Number:	3028707	OXI CLEAN
Registration Number:	2430077	OXICLEAN
Registration Number:	3081632	OXICLEAN BABY
Registration Number:	3081633	OXICLEAN BABY
Serial Number:	78647070	OXICLEAN MAX
Serial Number:	78327259	OXIWASH
Registration Number:	2936181	OXIWASH
Serial Number:	78925225	OXYGEN RINSE TECHNOLOGY
Serial Number:	78402437	PIT BULL
Registration Number:	2326664	POWER PASTE
Registration Number:	2296569	POWERED BY THE AIR YOU BREATHE, ACTIVATED BY THE WATER YOU DRINK
Registration Number:	2990778	
Serial Number:	78688372	REVITA-SHINE
Registration Number:	3105092	SEE IT WORK!
Registration Number:	3017579	SHAZAMMY
Serial Number:	78860324	SINK BLASTER
Registration Number:	2347493	SLICK SHIELD
Serial Number:	78549311	SMART CLEAN
Serial Number:	78676081	SMARTCLEAN
Serial Number:	78545092	SPARKLE SPONGE
Registration Number:	2933687	STAIN STOMPER
Serial Number:	78795101	THE BALL THAT DOES IT ALL

Serial Number:	78797131	THE FUTURE OF LAUNDRY
Registration Number:	2423215	THE STAIN SPECIALIST
Serial Number:	78860346	TOILET BLASTER
Serial Number:	78771987	TOSS-N-GO
Serial Number:	78862226	TOSS-N-GO
Registration Number:	2727694	TUFF TERRY
Serial Number:	78728945	ULTRA SCRUB
Serial Number:	78800605	UNIDISH
Registration Number:	3114775	UNLEASH THE POWER OF OXYGEN
Serial Number:	78825408	URINE BLASTER
Registration Number:	3069488	VALENCIA
Serial Number:	78475121	WETTER WATER
Registration Number:	3017866	SHOOPRINTZ

**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:	12/19/2006

Total Attachments: 11  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of August 17, 2006, is made by Church & Dwight Co., Inc., a Delaware Corporation (the “Borrower”), 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 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 Borrower 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 Borrower 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 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 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower 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 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 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 Borrower 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 CO., INC.

By: Zvi Eiref  
Name: Zvi Eiref  
Title: Vice 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 CO., INC.

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

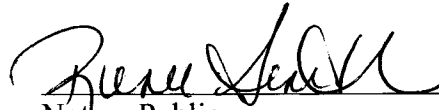
JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

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



STATE OF New Jersey )  
 ) ss  
COUNTY OF Mercer )

On the 24 day of December, 2006, before me personally came Zvi Eiref, who is personally known to me to be the Vice President of CHURCH & DWIGHT CO., INC., a Delaware corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that 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.

  
\_\_\_\_\_  
Notary Public

RENEE SMITH  
MERCER COUNTY  
COMMISSION EXP 12.10.08

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York )  
COUNTY OF New York ) SS

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On the 6 day of December, 2006, before me personally came Thomas Ito, 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

**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**

<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>
100% TOUGH	78/825,655	
ALLURA	78/551,112	
ALLURAFIBER	78/551,098	
BANANA BLAST!	78/350,722	
BATH BLASTER	78/860,295	
BATHROOM BLASTER	78/860,317	
DESIGN ONLY		2,932,112
BOWL BLASTER		3,083,788
BREAK FREE FROM THE HASSLE OF LAUNDRY	78/810,862	
CLEAN EASY, BREATHE EASY!		2,794,902
CLEANUP HAS NEVER BEEN EASIER	78/545,094	
CLEAR ELEMENTS		3,065,441
CLEARLOOK	78/857,601	
DESIGN ONLY		2,869,586
DIRT LOCK	78/651,315	
GALACTIC GRAPE	78/373,088	
GETS YOUR CLOTHES CLEANER THAN CLEAN	78/813,309	
GRAPEFRUIT ZEST		2,956,347
GREAT CLEANERS REALLY DO GROW ON TREES		2,467,988
GREATCLEANERS.COM		2,984,402
GROUT BLASTER	78/860,329	
HARDWOOD UNIVERSITY		3,082,543

Trademark	Application Number	Registration Number
HU HARDWOOD UNIVERSITY ORANGE GLO AND DESIGN		3,082,547
I LOVE LEMON		2,964,194
I LOVE LEMON AND DESIGN		2,964,301
ISLAND CITRUS SPLASH		2,998,119
IT'S NOT A LIQUID, IT'S NOT A POWDER, IT'S THE FUTURE	78/841,426	
KABAM		2,982,267
KABOOM		2,548,477
KABOOM		2,785,030
KABOOM		2,928,036
KABOOM		3,011,489
KABOOM AND DESIGN		3,015,699
KABUG		2,982,266
KITCHEN BLASTER	78/860,321	
LOAD RELEASE	78/827,243	
LUNAR LIME	78/373,092	
MILLIONS BELIEVE FOR A REASON		2,872,537
MINGLEMIND	78/517,551	
MINGLEMIND AND DESIGN	78/545,882	
MIRACLE BALL	78/827,253	
MIRACLE FOAM	78/534,072	
MOPSTER		1,491,182
MORNING MIST	78/434,777	
MOUNTAIN VALLEY	78/778,164	
DESIGN ONLY		2,544,402
TRIPLE POWER		3,122,752

<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>
ONE BALL DOES IT ALL	78/800,780	
ORANGE CLEAN		1,851,259
ORANGE CLEAN		2,776,887
ORANGE CLEAN		2,855,122
ORANGE CLEAN AND DESIGN	78/477,364	
ORANGE CLEAN FRESH VANILLA		3,001,599
ORANGE ELIMINATOR		2,319,693
ORANGE GLO		2,108,399
ORANGE GLO		3,119,962
ORANGE GLO		2,858,006
ORANGE GLO (DESIGN) AND DESIGN		2,494,108
ORANGE GLO MADE WITH PURE ORANGE OIL AND DESIGN		2,802,502
ORANGE GLO PROFESSIONAL SERIES		2,537,319
OUTER-SPACE ORANGE!	78/373,082	
OXI CLEAN		3,028,707
OXICLEAN		2,430,077
OXICLEAN BABY		3,081,632
OXICLEAN BABY AND DESIGN		3,081,633
OXICLEAN MAX	78/647,070	
OXIWASH	78/327,259	
OXIWASH		2,936,181
OXYGEN RINSE TECHNOLOGY	78/925,225	
PIT BULL	78/402,437	
POWER PASTE		2,326,664

Trademark	Application Number	Registration Number
POWERED BY THE AIR YOU BREATHE, ACTIVATED BY THE WATER YOU DRINK		2,296,569
DESIGN ONLY		2,990,778
REVITA-SHINE	78/688,372	
SEE IT WORK!		3,105,092
SHAZAMMY		3,017,579
SHOOPRINTZ		3,107,866 017
SINK BLASTER	78/860,324	
SLICK SHIELD		2,347,493
SMART CLEAN	78/549,311	
SMARTCLEAN	78/676,081	
SPARKLE SPONGE	78/545,092	
STAIN STOMPER		2,933,687
THE BALL THAT DOES IT ALL	78/795,101	
THE FUTURE OF LAUNDRY	78/797,131	
THE STAIN SPECIALIST		2,423,215
TOILET BLASTER	78/860,346	
TOSS-N-GO	78/771,987	
TOSS-N-GO	78/862,226	
TRIPLE POWER		3,122,752
TUFF TERRY		2,727,694
ULTRA SCRUB	78/728,945	
UNIDISH	78/800,605	
UNLEASH THE POWER OF OXYGEN		3,114,775
URINE BLASTER	78/825,408	
VALENCIA		3,069,488

Trademark	Application Number	Registration Number
WETTER WATER	78/475,121	