

**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.		07/07/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<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: 29**

Property Type	Number	Word Mark
Registration Number:	2219413	DENTURE ORAJEL
Registration Number:	1805077	STYGIENE
Registration Number:	0647728	TRIPTONE
Registration Number:	3176711	THERAPAUSE
Registration Number:	0771406	BOIL-EASE
Registration Number:	3075046	DIABETAID
Registration Number:	2730448	GENTLE NATURALS
Registration Number:	1793360	ARTHRICARE
Registration Number:	1236010	AURO
Registration Number:	1430843	AURO-DRI
Registration Number:	1499210	DERMAREST
Registration Number:	0867071	TANAC
Registration Number:	1168895	BABY ORAJEL
Registration Number:	0855439	OCU-DROP

**OP \$740.00 2219413**

Registration Number:	1166935	ORAJEL
Registration Number:	2058425	ORAJEL P.M.
Registration Number:	1854017	PERIOSEPTIC
Registration Number:	1345457	PRONTO
Registration Number:	1441745	PRONTO
Registration Number:	0592383	OFF-EZY
Registration Number:	2667626	SKIN SHIELD
Registration Number:	0932502	DETANE
Registration Number:	0883021	RECOVER
Registration Number:	1500148	DIAPERGUARD
Registration Number:	1259783	OFF-EZY
Registration Number:	0857383	OCU-BATH
Registration Number:	1749219	DRICORT
Registration Number:	0775933	PROPA-P.H.
Registration Number:	0932501	DIDELAMINE

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, 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:	Mindy M. Lok
Signature:	/ml/
Date:	07/16/2008

Total Attachments: 6  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 7, 2008, is made by Church & Dwight Co., Inc., a Delaware corporation located at 469 North Harrison Street, Princeton, NJ 08540 (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the "Agent") for the Lenders (as defined in the Amended and Restated Credit Agreement described below).

WITNESSETH

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") (as amended, supplemented or otherwise modified from time to time, the "Amended and Restated 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;

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Borrower has executed and delivered a 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 "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the 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 all 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 Credit 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 and Restated Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), 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 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 Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Amended and Restated 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. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

**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: Matthew Farrell  
Name: Matthew Farrell  
Title: Executive Vice President  
Chief Financial Officer

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

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

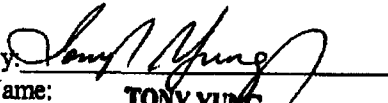
[Signature Page to Grant of Security Interests]

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: **TONY YUNG**  
Title: **VICE PRESIDENT**

[Signature Page to Grant of Security Interests]

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Application Number</u>
DENTURE ORAJEL	2,219,413
STYGIENE	1,805,077
TRIPTONE	647,728
THERAPAUSE	3,176,711
BOIL-EASE	771,406
DIABETAID	3,075,046
GENTLE NATURALS	2,730,448
ARTHRICARE	1,793,360
AURO	1,236,010
AURO-DRI	1,430,843
DERMAREST	1,499,210
TANAC	867,071
BABY ORAJEL	1,168,895
OCU-DROP	855,439
ORAJEL	1,166,935
ORAJEL P.M.	2,058,425
PERIOSEPTIC	1,854,017
PRONTO	1,345,457
PRONTO	1,441,745
OFF-EZY	592,383
SKIN SHIELD	2,667,626
DETANE	932,502
RECOVER	883,021
DIAPER GUARD	1,500,148
OFF-EZY	1,259,783
OCU-BATH	857,383
DRICORT	1,749,219
PROPA-P.H.	775,933
DIDELAMINE	932,501

**U.S. Exclusive Trademark Licenses**

**License Agreement between Whitehill Oral Technologies, Inc. and Del Pharmaceuticals, Inc., dated August 15, 1991, as amended on May 30, 1994**

**Maurice Sendak's Little Bear Merchandise License Agreement between Nelvana Marketing Inc. and Del Pharmaceuticals, Inc., dated April 1, 2001, as amended on October 15, 2003 and August 18, 2006**

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