5-16-03

05-19-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION 102450836

TRADEMARKS ONLY

TMENT OF COMMERCE
U.S. Patent and Trademark Office

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):

Four Paws Products, Ltd.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State of New York
- [ ] Other _____

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

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce,

Internal Address: as Administrative Agent

Street Address: 425 Lexington Avenue

City: New York State: NY Zip: 10017

- [ ] Individual(s) citizenship _____
- [ ] Association _____
- [ ] General Partnership _____
- [ ] Limited Partnership _____
- [ ] Corporation-State _____
- [x] Other Corporation of Canada

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

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [x] Other Grant of Trademark Security Interest

Execution Date: _____

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

A. Trademark Application No.(s) See attached schedule for complete list of numbers

B. Trademark Registration No.(s) See attached schedule for complete list of numbers

Additional number(s) attached [x] Yes [ ] No 76390246

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

Name: Nina D. Beck

Internal Address: O'Melveny & Myers LLP

Street Address: 275 Battery Street, 26th Floor

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 73

7. Total fee (37 CFR 3.41).....$ 1840.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

05/16/2003 LMUELLER 00000145 76390246
01 FC:8521 40.00 OP
02 FC:8522 1800.00 OP

Nina D. Beck
Name of Person Signing

Nina D. Beck
Signature

5-15-2003
Date

Total number of pages including cover sheet, attachments, and document: 8

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

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: FOUR PAWS PRODUCTS LTD.

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
FAST WRAP	76-390,246 2,674,915	04/02/02 01/14/03	Four Paws Products Ltd.
KITTY ROLLDER DERBY	76-281,705 2,638,910	07/05/01 10/22/02	Four Paws Products Ltd.
WALK ABOUT	76-271,523 2,620,686	06/14/01 09/17/02	Four Paws Products Ltd.
ULTIMATE TOUCH	76-213,815 2,591,117	02/21/01 07/09/02	Four Paws Products Ltd.
KITTY ROLLER RINK	76-110,291 2,485,089	08/16/00 09/04/01	Four Paws Products Ltd.
TENDER TOUCH	73-762,489 1,540,550	11/07/88 05/23/89	Four Paws Products Ltd.
DOGGIE DOO BAGS	75-717,183 2,376,289	05/28/99 08/08/00	Four Paws Products Ltd.
NIGHT FLASHER	75-659,334 2,335,461	03/15/99 03/28/00	Four Paws Products Ltd.
NATUREBED	75-576,920 2,380,026	10/26/98 08/22/00	Four Paws Products Ltd.
ROUGH & RUGGED	75-541,924 2,279,391	08/24/98 09/21/99	Four Paws Products Ltd.
MAGIC PET HAIR REMOVER	75-478,993 2,348,097	05/04/98 05/09/00	Four Paws Products Ltd.
QUICK & EASY	75-420,963 2,253,053	01/21/98 06/15/99	Four Paws Products Ltd.
TANIUM	75-394,430 2,260,553	11/21/97 07/13/99	Four Paws Products Ltd.
RUFF N RUGGED	75-393,765 2,294,695	11/20/97 11/23/99	Four Paws Products Ltd.
GROOMER'S DREAM	75-391,321 2,258,848	11/17/97 07/06/99	Four Paws Products Ltd.
FLASHY PANTS	75-238,916 2,183,551	02/10/97 05/25/98	Four Paws Products Ltd.
REPTI-SCOOP	75-213,491 2,116,307	12/16/98 11/25/97	Four Paws Products Ltd.
LOVE GLOVE	75-006,840 2,001,517	10/17/95 09/17/96	Four Paws Products Ltd.
BREATH TREAT	74-710,700 2,054,041	08/03/95 04/22/97	Four Paws Products Ltd.
THE ALLEN SCOOPER	74-599,011 1,940,882	11/14/94 12/12/95	Four Paws Products Ltd.
FERRET COAT	74-522,606 1,990,506	05/10/94 07/30/96	Four Paws Products Ltd.
SMOOTH TOUCH	74-512,280 1,904,471	04/08/94 07/11/95	Four Paws Products Ltd.
NATURE'S RAIN	74-502,462 1,879,467	03/21/94 02/21/95	Four Paws Products Ltd.
NATUREBARK	74-493,312 1,908,470	02/22/94 08/01/95	Four Paws Products Ltd.

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: FOUR PAWS PRODUCTS LTD.

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
FEATHER BRITE	74-487,574 1,907,005	02/07/94 07/25/95	Four Paws Products Ltd.
VITA-SPRAY	74-450,362 1,856,527	10/20/93 10/04/94	Four Paws Products Ltd.
NATURE'S REPTILE VITA-SPRAY	74-397,667 1,925,022	06/02/93 10/10/95	Four Paws Products Ltd.
NO-PULL	74-339,373 1,822,770	12/11/92 02/22/94	Four Paws Products Ltd.
JODI	74-334,340 1,869,211	11/24/92 12/27/94	Four Paws Products Ltd.
PET AID	74-287,256 1,759,420	06/19/92 03/23/93	Four Paws Products Ltd.
PET SELECT	74-278,386 1,822,025	05/26/92 02/15/94	Four Paws Products Ltd.
CRYSTAL EYE	74-278,064 1,746,722	05/21/92 01/19/93	Four Paws Products Ltd.
GROOMER'S TOUCH	74-267,959 1,797,036	04/21/92 10/05/93	Four Paws Products Ltd.
ULTRA COMB	74-267,958 1,800,127	04/21/92 10/19/93	Four Paws Products Ltd.
BUNNY BATH	74-250,801 1,728,819	02/28/92 11/03/92	Four Paws Products Ltd.
RING AROUND THE TREE	74-245,258 1,737,969	02/07/92 12/08/92	Four Paws Products Ltd.
FLEA CATCHER	74-243,254 1,733,112	02/04/92 11/17/92	Four Paws Products Ltd.
HAND GUARD	74-243,253 1,721,448	02/04/92 10/06/92	Four Paws Products Ltd.
NATURE'S HEAT	74-240,222 1,727,384	01/24/92 10/27/92	Four Paws Products Ltd.
QUICK-FIT	74-212,593 1,729,364	10/10/91 11/03/92	Four Paws Products Ltd.
KITTYCAT GRASS	74-065,985 1,650,290	06/05/90 07/09/91	Four Paws Products Ltd.
SUPER CATNIP	73-796,650 1,612,600	04/25/89 09/11/90	Four Paws Products Ltd.
PEE PEE PADS	73-791,356 1,572,835	04/04/89 12/26/89	Four Paws Products Ltd.
SILVER TOUCH	73-762,475 1,540,549	11/07/88 05/23/89	Four Paws Products Ltd.
WEE-WEE PADS	73-689,662 1,492,254	10/13/87 06/14/88	Four Paws Products Ltd.
FERRET GLOW	73-680,569 1,485,917	08/25/87 04/26/88	Four Paws Products Ltd.
BITTER LIME	73-680,568 1,545,860	08/25/87 06/27/89	Four Paws Products Ltd.
SUPER CATNIP	73-643,346 1,519,416	02/06/87 01/03/89	Four Paws Products Ltd.

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: FOUR PAWS PRODUCTS LTD.

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
GOOD N' PLENTY	73-641,737 1,483,490	01/28/87 04/05/88	Four Paws Products Ltd.
SHED 'N BLADE	73-561,006 1,393,810	09/30/85 05/20/86	Four Paws Products Ltd.
FOUR PAWS	73-542,459 1,420,727	06/11/85 12/16/86	Four Paws Products Ltd.
FOUR PAWS and Design	73-542,458 1,419,662	06/11/85 12/09/86	Four Paws Products Ltd.
KEEP OFF	73-516,737 1,432,661	01/09/85 03/17/87	Four Paws Products Ltd.
ALL THAT GLITTERS (Stylized letters)	73-487,364 1,340,721	06/28/84 06/11/85	Four Paws Products Ltd.
FRESH ESSENCE	73-486,421 1,331,556	06/22/84 04/23/85	Four Paws Products Ltd.
MP SOFTWEAVE MUSTANG PRODUCTS, INC. and Design	73-483,320 1,335,528	06/04/84 05/14/85	Four Paws Products Ltd.
MP DURA-BRAID MUSTANG PRODUCTS, INC. and Design	73-483,319 1,335,527	06/04/84 05/14/85	Four Paws Products Ltd.
ROAM-ABOUT	73-465,689 1,318,896	02/14/84 02/12/85	Four Paws Products Ltd.
MIRACLE MALT	73-319,840 1,217,264	07/20/81 11/23/82	Four Paws Products Ltd.
THE PROTECTOR	73-113,042 1,124,832	01/18/77 09/11/79	Four Paws Products Ltd.
SOFT 'N SILKY	73-022,140 1,023,029	05/22/74 10/21/75	Four Paws Products Ltd.
MAGIC COAT	72-446,054 973,591	01/15/73 11/20/73	Four Paws Products Ltd.
GOOD-BY TANGLES	72-443,243 1,024,004	12/08/72 10/28/75	Four Paws Products Ltd.
FOUR PAWS and Design	72-361,055 925,222	05/27/70 12/07/71	Four Paws Products Ltd.
FOUR PAWS	73-107,103 1,353,554	11/19/76 08/13/85	Four Paws Products Ltd.
K-9 KEEPER SLEEPER	76-364,007	01/25/02	Four Paws Products Ltd.
SAFETY SEAT SUPPORT HARNESS	76-332,523	10/29/01	Four Paws Products Ltd.
K-9 KEEPER	76-230,256	03/26/01	Four Paws Products Ltd.
IT'S IN THE BAG	76-110,292	08/16/00	Four Paws Products Ltd.
KWIK PIK	75-826,037	10/15/99	Four Paws Products Ltd.

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: FOUR PAWS PRODUCTS LTD.

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
FLEX CABLE	75-754,542	07/19/99	Four Paws Products Ltd.
LICKIN' GOOD	75-722,514	06/09/99	Four Paws Products Ltd.
FOUR PAWS DINING	76-431,946	07/18/02	Four Paws Products Ltd.

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, **Four Paws Products, Ltd.**, a New York corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Central Garden & Pet Company, a Delaware corporation (**"Borrower"**), has entered into a Credit Agreement dated as of May 14, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions party thereto as lenders (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**), the financial institutions party thereto as agents, and Canadian Imperial Bank of Commerce, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "Lender Swap Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "Swap Counterparties"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of May 14, 2003 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Guaranty"**) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guarantied the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Lender Swap Agreements, including, without limitation, the obligation of Borrower to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 14, 2003 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

TRADEMARK
REEL: 002730 FRAME: 0897

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, Borrower names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

TRADEMARK
REEL: 002730 FRAME: 0898

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 14th day of May, 2003.

FOUR PAWS PRODUCTS, LTD.

By: _____
Its Authorized Signatory