

5-16-03

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05-16-2003

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



To the Honorable Commissioner of I

102450258

ad original documents or copy thereof.

1. Name of conveying party(ies):

Wellmark International

- Individual(s) Association General Partnership Limited Partnership Corporation-State of California Other

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

3. Nature of conveyance:

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

Execution Date:

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 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 No

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 Yes No

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:

62

7. Total fee (37 CFR 3.41) \$ 1565.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

05/16/2003 LNUELLER 00000141 76338964

01 FC: 4521 40.00 OP 02 FC: 4522 1525.00 OP

Name of Person Signing: Nina D. Beck

Signature: [Handwritten Signature]

Date: 5-15-2003

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 002732 FRAME: 0036

**SCHEDULE A**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

**OWNER: WELLMARK INTERNATIONAL**

<b>Trademark</b>	<b>Serial Number Registration Number</b>	<b>Filing Date Issue Date</b>	<b>Owner</b>
GENTROL	76-338,964 2,604,774	11/19/01 08/06/02	Wellmark International
FLEA CAPS	76-255,523 2,603,173	05/14/01 07/30/02	Wellmark International
PROBAIT (Stylized Letters)	76-187,112 2,576,739	12/29/00 06/04/02	Wellmark International
MORETHANAPET	76-112,904 2,611,632	08/21/00 08/27/02	Wellmark International
NATURAL RADIANCE	75-981,239 2,499,115	05/01/98 10/16/01	Wellmark International
AVA	75-628,194 2,340,609	01/27/99 04/11/00	Wellmark International
PETCOR	74-067,643 1,641,877	06/11/90 04/23/91	Wellmark International
GOLDEN MALRIN	72-368,142 936,384	08/14/70 06/27/72	Wellmark International
Design only	75-797,112 2,579,417	09/13/99 06/11/02	Wellmark International
AFFRONT	75-566,875 2,373,843	10/08/98 08/01/00	Wellmark International
EXTINGUISH	75-477,663 2,366,893	05/01/98 07/11/00	Wellmark International
IPM TOOLBOX	75-386,342 2,383,665	11/07/97 09/05/00	Wellmark International
POWER SPRAY	75-365,260 2,246,692	09/29/97 05/18/99	Wellmark International
POWER SPOT	75-364,305 2,248,297	09/29/97 05/25/99	Wellmark International
SPOT ON	75-364,304 2,300,516	09/29/97 12/14/99	Wellmark International
POWER BAND	75-364,303 2,250,473	09/29/97 06/01/99	Wellmark International
WELLMARK	75-246,268 2,194,265	02/24/97 10/06/98	Wellmark International
QUIKSTRIKE	74-687,598 2,034,468	05/19/95 01/28/97	Wellmark International
GENTROL POINT SOURCE	74-680,719 2,041,281	05/26/98 02/25/97	Wellmark International
LYMETROL	74-473,830 1,862,228	12/20/93 11/15/94	Wellmark International
GREAT PET	74,447-354 1,851,492	10/15/93 08/30/94	Wellmark International
ZIGRON	74-207,558 1,868,812	09/03/91 12/20/94	Wellmark International
VIGREN	74-207,555 1,773,373	09/03/91 05/25/93	Wellmark International
PRECOR 2000	74-196,152 1,700,160	08/01/91 07/14/92	Wellmark International

**SCHEDULE A**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

**OWNER: WELLMARK INTERNATIONAL**

OVITROL PLUS	73-819,131 1,619,378	08/14/89 10/30/90	Wellmark International
BREAKAWAY	73-568,572 1,426,211	11/14/85 01/27/87	Wellmark International
MAVRIK AQUAFLOW	73-430,633 1,284,939	06/16/83 07/10/84	Wellmark International
DIANEX	73-361,859 1,279,560	04/28/82 05/29/84	Wellmark International
APEX	73-354,297 1,257,349	03/12/82 11/15/83	Wellmark International
PARAMITE	73-323,076 1,223,883	08/10/81 01/18/83	Wellmark International
SIPHOTROL	73-323,075 1,240,818	08/10/81 06/07/83	Wellmark International
PARAMITE	73-323,074 1,223,882	08/10/81 01/18/83	Wellmark International
PRECOR	73-306,642 1,207,810	04/10/81 09/14/82	Wellmark International
MAVRIK	73-241,455 1,162,420	12/03/79 07/28/81	Wellmark International
VET-KEM	73-224,669 1,150,756	07/25/79 04/14/81	Wellmark International
V and Design	73-224,668 1,150,755	07/25/79 04/14/81	Wellmark International
SAFROTIN	73-174,721 1,126,972	06/16/78 11/27/79	Wellmark International
PARAMITE	73-171,913 1,109,110	05/25/78 12/19/78	Wellmark International
ZOECON (Stylized letters)	73-116,132 1,091,662	02/16/77 05/23/78	Wellmark International
KABAT	73-108,845 1,075,360	12/06/76 10/18/77	Wellmark International
VET-KEM	73-097,497 1,063,115	08/23/76 04/12/77	Wellmark International
Design only	73-097,496 1,063,114	08/23/76 04/12/77	Wellmark International
ENSTAR	73-064,962 1,038,394	10/03/75 04/24/76	Wellmark International
ZODIAC and Design	73-023,472 1,006,920	06/06/74 03/18/75	Wellmark International
ALTOSID	72-424,683 968,446	05/17/72 09/18/73	Wellmark International
ZOECON	72-397,306 947,075	07/14/71 11/14/72	Wellmark International
ZODIAC	72-387,197 933,064	03/23/71 05/02/72	Wellmark International
V and Design	72-368,947 948,774	08/24/70 12/19/72	Wellmark International
STRIKE	72-145,501 753,566	05/28/62 07/30/63	Wellmark International

**SCHEDULE A****UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS****OWNER: WELLMARK INTERNATIONAL**

CATALYST	74-625,141 2,041,129	01/24/95 02/25/97	Wellmark International
APISTAN	73-705,536 1,514,288	01/13/88 11/29/88	Wellmark International
STRIKE	73-066,404 1,044,616	10/20/75 07/27/76	Wellmark International
NATURAL SIGNATURE	2,041,139	02/25/97	Wellmark International
MULTISECT	78-182,496	11/06/02	Wellmark International
CP-10	78-180,203	10/30/02	Wellmark International
WIPE AWAY	78-166,848	09/23/02	Wellmark International
DIACON	78-141,957	07/08/02	Wellmark International
ORGANIQUE	76-404,315	05/06/02	Wellmark International
EGGBUSTERS	76-404,313	05/06/02	Wellmark International
PRE-STRIKE	76-398,091	04/19/02	Wellmark International
TICKTROL	76-393,476	04/09/02	Wellmark International
ECLIPSE	76-229,250	03/26/01	Wellmark International

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, Wellmark International**, a California 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 guaranteed 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**");

GRANT OF TRADEMARK SECURITY INTEREST

LA1 1006612.1

**TRADEMARK**  
**REEL: 002732 FRAME: 0040**

(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.

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**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 14<sup>th</sup> day of May, 2003.

**WELLMARK INTERNATIONAL**

By:   
Its Authorized Signatory