

5-16-03

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

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05-16-2003

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



102450257

original documents or copy thereof.

1. Name of conveying party(ies):

T.F.H. Publications, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State of Delaware 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:

93

7. Total fee (37 CFR 3.41) \$ 2340.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

05/16/2003 LNUJELLER 00000140 76170541

01 FC: 4521 40.00 DP 02 FC: 4522 Nina D. Beck 2300.00 DP

Name of Person Signing

Signature (Handwritten)

Signature

Date: 5-15-2003

Date

9

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

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: 0084

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: T.F.H. PUBLICATIONS, INC.

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
VETERINARIAN APPROVED FLEXIBLE POOCH PACIFIER	76-170,541 2,602,528	11/21/00 07/30/02	T.F.H. Publications, Inc.
VETERINARIAN APPROVED DURABLE POOCH PACIFIER	76-170,537 2,618,828	11/21/00 09/10/02	T.F.H. Publications, Inc.
VETERINARIAN APPROVED DENTAL BONE	76-170,536 2,606,143	11/21/00 08/06/02	T.F.H. Publications, Inc.
NYLABONE HEALTH SUPPLEMENT	76-106,952 2,592,679	08/10/00 07/09/02	T.F.H. Publications, Inc.
CRAZY BALL	75-662,224 2,456,047	03/17/99 05/29/01	T.F.H. Publications, Inc.
2-BRUSH and Design	75-444,915 2,266,646	03/05/98 08/03/99	T.F.H. Publications, Inc.
POPPUP	75-142,465 2,122,422	07/30/96 12/16/97	T.F.H. Publications, Inc.
DENTAL BALL	74-135,088 1,772,473	01/31/91 05/18/93	T.F.H. Publications, Inc.
GUMABALL	73-735,362 1,533,389	06/20/88 04/04/89	T.F.H. Publications, Inc.
FLEXIBONE and Design	73-675,422 1,481,701	07/30/87 03/22/88	T.F.H. Publications, Inc.
WISHBONE and Design	73-675,421 1,481,700	07/30/87 03/22/88	T.F.H. Publications, Inc.
GUMABONE	73-614,903 1,434,081	08/15/86 03/24/87	T.F.H. Publications, Inc.
CENTRAL BOOKBINDING COMPANY OF NJ	75-763,221 2,405,790	07/29/99 11/21/00	T.F.H. Publications, Inc.
CENTRAL PRESS COMPANY OF NJ	75-763,220 2,405,789	07/29/99 11/21/00	T.F.H. Publications, Inc.
CRAZY BALL	75-719,435 2,520,770	05/28/99 12/18/01	T.F.H. Publications, Inc.
EDIBLES	75-701,940 2,319,953	05/10/99 02/15/00	T.F.H. Publications, Inc.
HEALTHY EDIBLES	75-687,426 2,424,040	04/20/99 01/23/01	T.F.H. Publications, Inc.
NYLABONE CANINE HABITAT	75-687,198 2,413,149	04/20/99 12/12/00	T.F.H. Publications, Inc.
BREATH-BONE	75-506,056 2,286,733	06/22/98 10/12/99	T.F.H. Publications, Inc.
PIT BULL TESTED	75-455,498 2,270,002	03/24/98 08/10/99	T.F.H. Publications, Inc.
DINOSAUR BONE	75-455,497 2,292,214	03/24/98 11/16/99	T.F.H. Publications, Inc.
HERCULES	75-438,467 2,211,270	02/23/98 12/15/98	T.F.H. Publications, Inc.

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: T.F.H. PUBLICATIONS, INC.

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
POTATO-PUFF	75-432,841 2,300,714	02/12/98 12/14/99	T.F.H. Publications, Inc.
FLOATABLES	75-430,654 2,301,040	02/09/98 12/14/99	T.F.H. Publications, Inc.
SUPER-TUFF	75-428,224 2,373,433	02/03/98 08/01/00	T.F.H. Publications, Inc.
POTATO BONE	75-423,951 2,346,167	01/27/98 04/25/00	T.F.H. Publications, Inc.
DENTAL FLEX	75-393,851 2,217,286	11/21/97 01/12/99	T.F.H. Publications, Inc.
CORN-BONE	75-389,863 2,242,124	11/13/97 04/27/99	T.F.H. Publications, Inc.
PEANUT-BONE	75-389,862 2,256,081	11/13/97 06/22/99	T.F.H. Publications, Inc.
CARROT-ROLL and Design	75-358,123 2,231,241	09/16/97 03/09/99	T.F.H. Publications, Inc.
GLOW IN THE DARK POOCH PACIFIER	75-342,985 2,229,650	08/18/97 03/02/99	T.F.H. Publications, Inc.
FLEXIBONE EDIBLES	75-335,935 2,215,478	08/05/97 12/29/98	T.F.H. Publications, Inc.
SPINACH-BONE	75-319,314 2,276,821	07/03/97 09/07/99	T.F.H. Publications, Inc.
RHINO	75-256,577 2,164,774	03/13/97 06/09/98	T.F.H. Publications, Inc.
NYLABONE EDIBLES	75-193,501 2,143,584	11/05/96 03/10/98	T.F.H. Publications, Inc.
ROUGH-HIDE	75-142,467 2,122,423	07/30/96 12/16/97	T.F.H. Publications, Inc.
CARROT-BONE	75-131,945 2,145,374	07/10/96 03/17/98	T.F.H. Publications, Inc.
OODLES	75-107,848 2,081,209	05/21/96 07/22/97	T.F.H. Publications, Inc.
REPTILE HOBBYIST	75-007,674 1,987,777	10/19/95 07/16/96	T.F.H. Publications, Inc.
ROAR-HIDE	75-000,644 1,999,913	10/02/96 09/10/96	T.F.H. Publications, Inc.
GALILEO'S BONE	74-549,508 1,955,400	07/11/94 02/06/96	T.F.H. Publications, Inc.
Design only	74-358,926 1,869,097	02/16/93 12/20/94	T.F.H. Publications, Inc.
FOTO-GLAZE	74-327,588 1,891,699	11/02/92 04/25/95	T.F.H. Publications, Inc.
CHEESE BONES	74-322,943 1,866,525	10/16/92 12/06/94	T.F.H. Publications, Inc.
PLAQUE-OUT	74-306,795 1,808,476	08/24/92 11/30/93	T.F.H. Publications, Inc.
CHICK-N-CHEEZ CHOOZ	74-254,539 1,808,577	03/12/92 11/30/93	T.F.H. Publications, Inc.

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: T.F.H. PUBLICATIONS, INC.

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
TARTAR CONTROL ODD BALL	74-135,269 1,739,122	01/31/91 12/08/92	T.F.H. Publications, Inc.
CHOOZ and Design	74-083,199 1,731,435	07/30/90 11/10/92	T.F.H. Publications, Inc.
PLAQUE ATTACKER	74-033,616 1,693,229	03/01/90 06/09/92	T.F.H. Publications, Inc.
PUPPY BONE	73-537,887 1,387,886	05/16/85 03/25/86	T.F.H. Publications, Inc.
T.F.H. and Design	73-375,976 1,248,346	07/22/82 08/16/83	T.F.H. Publications, Inc.
TROPICAL FISH HOBBYIST	73-369,034 1,264,930	06/10/82 01/24/84	T.F.H. Publications, Inc.
NYLABONE	73-273,852 1,170,441	08/11/80 09/22/81	T.F.H. Publications, Inc.
NYLABONE FOLD- AWAY PET CARRIER	76-068,716 2,595,446	06/13/00 07/16/02	T.F.H. Publications, Inc.
FOLD-AWAY PET CARRIER	76-068,715 2,610,851	06/13/00 08/20/02	T.F.H. Publications, Inc.
FLEXIBONE CHEW TOYS FOR DOGS	73-831,151 1,599,718	10/13/89 06/05/90	T.F.H. Publications, Inc.
GUMABONE SAVES MONEY & DOGS' LIVES	73-829,752 1,596,652	70/06/89 05/15/90	T.F.H. Publications, Inc.
SAVES MONEY & DOGS' LIVES and Design	73-829,722 1,596,651	10/06/89 05/15/90	T.F.H. Publications, Inc.
GUMADISC	73-815,953 1,588,027	07/31/89 03/20/90	T.F.H. Publications, Inc.
NYLAFLOSS and Design	73-779,617 1,558,020	02/09/89 09/26/89	T.F.H. Publications, Inc.
GUMARING	73-735,450 1,521,138	06/20/88 01/17/89	T.F.H. Publications, Inc.
GUMAKNOT	73-735,292 1,527,118	06/20/88 02/28/89	T.F.H. Publications, Inc.
POOCH PACIFIER	73-527,790 1,394,870	03/20/85 05/27/86	T.F.H. Publications, Inc.
FULLY-LOADED TO FULLY-FOLDED IN SECONDS	76-077,176 2,644,741	06/23/00 10/29/02	T.F.H. Publications, Inc.
Design only	78-226,933	03/18/03	T.F.H. Publications, Inc.
Design only	78-226,923	03/18/03	T.F.H. Publications, Inc.
NYLABONE and Design	78-222,070	03/05/03	T.F.H. Publications, Inc.
RIDGIES	76-490,805	02/14/03	T.F.H. Publications, Inc.
PUPPY TEETHING RINGS	76-490,804	02/14/03	T.F.H. Publications, Inc.

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: T.F.H. PUBLICATIONS, INC.

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
NYLABONE SAVES LIVES	76-488,184	02/07/03	T.F.H. Publications, Inc.
QUICK-CLICK	76,447,035	09/05/02	T.F.H. Publications, Inc.
NYLABONE CHEW & BRUSH	76,432-654	07/22/02	T.F.H. Publications, Inc.
QUICK AND EASY	76-416,649	05/28/02	T.F.H. Publications, Inc.
NYLABONE NATURALS - A DENTAL TREAT	76-404,611	05/08/02	T.F.H. Publications, Inc.
DENTWIST	76-398,443	04/22/02	T.F.H. Publications, Inc.
NYLABONE DENTAL EDGE	76-396,145	04/15/02	T.F.H. Publications, Inc.
OUTTA CONTROL	76-390,075	04/01/02	T.F.H. Publications, Inc.
NYLABONE DENTAL CHEW	76-370,502	02/12/02	T.F.H. Publications, Inc.
DOGGIE DINER TREATS	76-305,339	08/22/01	T.F.H. Publications, Inc.
NYLABONE, THE MOST TRUSTED NAME IN DOG PRODUCTS FOR OVER 40 YEARS	76-290,599	07/24/01	T.F.H. Publications, Inc.
NYLABONE NUTRITIONAL SUPPLEMENT	76,269,679	06/11/01	T.F.H. Publications, Inc.
ION CARE	76-264,717	05/31/01	T.F.H. Publications, Inc.
ION CLEAN	76-264,716	05/31/01	T.F.H. Publications, Inc.
ADVANCED DENTAL CARE	76-264,715	05/31/01	T.F.H. Publications, Inc.
HI ENERGY BONE	76-241,815	04/12/01	T.F.H. Publications, Inc.
NATURALS	76-241,814	04/12/01	T.F.H. Publications, Inc.
NYLABONE MINERAL SUPPLEMENT	76-241,813	04/12/01	T.F.H. Publications, Inc.
NYLABONE HERBAL SUPPLEMENT	76-241,812	04/12/01	T.F.H. Publications, Inc.
ECO-BALANCE AQUARIUM FILTER	76-240,829	04/13/01	T.F.H. Publications, Inc.
MAGIC BOOK	76-237,078	04/06/01	T.F.H. Publications, Inc.
VETERINARIAN APPROVED PLAQUE ATTACKER	76-170,535	11/21/00	T.F.H. Publications, Inc.
NYLABONE SNACK BONE	76-106,953	08/10/00	T.F.H. Publications, Inc.

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: T.F.H. PUBLICATIONS, INC.

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
NYLABONE WEE-WEE TRAY	75-719,434	05/28/99	T.F.H. Publications, Inc.

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, T.F.H. Publications, Inc., a Delaware 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

LA1:1006610.1

TRADEMARK
REEL: 002732 FRAME: 0090

(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

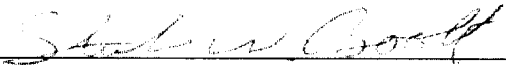
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss 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 14th day of May, 2003.

T.F.H. PUBLICATIONS, INC.

By: 
Its Authorized Signatory