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T U.S. DEPARTMENT OF COMMERCE
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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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102450259

To the Honorable Commissioner of _____ and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pennington Seed, Inc. of Nebraska

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

41

7. Total fee (37 CFR 3.41).....\$ 1040.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

05/16/2003 LHWELLER 00000142 78121809

01 FC: 521 40.00 DP
02 FC: 522 1000.00 DP

Nina D. Beck

Name of Person Signing

Signature

5-15-2003

Date

Total number of pages including cover sheet, attachments, and document: **6**

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

TRADEMARK
REEL: 002733 FRAME: 0851

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: PENNINGTON SEED, INC. OF NEBRASKA

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
PENNINGTON MASTERPIECE COLLECTION	78-121,809 2,700,477	04/15/02 03/25/03	Pennington Seed, Inc. of Nebraska
COLOR YOUR GARDEN	74-334,375 2,223,448	11/24/92 02/16/99	Pennington Seed, Inc. of Nebraska
BERMUDA TRIANGLE	75-423,572 2,248,355	01/268/98 05/25/99	Pennington Seed, Inc. of Nebraska
RETALIATOR	75-333,052 2,265,514	07/30/97 07/27/99	Pennington Seed, Inc. of Nebraska
BUG REAPER	75-333,050 2,242,028	07/30/97 04/27/99	Pennington Seed, Inc. of Nebraska
WIND STAR	75-251,491 2,356,448	03/04/97 06/13/00	Pennington Seed, Inc. of Nebraska
RACKMASTER	75-003,114 2,066,348	10/10/95 06/03/97	Pennington Seed, Inc. of Nebraska
GREEN CHARM	74-801,487 1,818,316	08/28/92 01/25/94	Pennington Seed, Inc. of Nebraska
WILD BEAUTY	74-719,191 2,089,741	08/23/95 08/19/97	Pennington Seed, Inc. of Nebraska
Design only	74-549,352 1,952,459	07/14/94 01/30/96	Pennington Seed, Inc. of Nebraska
MORNING STAR	74-417,785 1,856,388	07/28/93 09/27/94	Pennington Seed, Inc. of Nebraska
PROCARE	74-183,366 1,779,452	07/08/91 06/29/93	Pennington Seed, Inc. of Nebraska
PENN-ORGANIC	74-177,779 1,704,446	06/19/91 08/04/92	Pennington Seed, Inc. of Nebraska
EASY PATCH	74-177,650 1,764,762	06/19/91 04/13/93	Pennington Seed, Inc. of Nebraska
PENN-ORGANIC	74-177,502 1,767,821	06/19/91 04/27/93	Pennington Seed, Inc. of Nebraska
Design only	74-074,042 1,830,039	06/29/90 04/05/94	Pennington Seed, Inc. of Nebraska
GREEN CHARM	74-016,386 1,620,784	01/04/90 11/06/90	Pennington Seed, Inc. of Nebraska
TRIAD	73-786,209 1,572,521	03/13/89 12/19/89	Pennington Seed, Inc. of Nebraska
PERFECTA	73-719,817 1,562,450	03/31/88 10/24/89	Pennington Seed, Inc. of Nebraska
PROCARE	73-660,399 1,472,759	05/08/87 01/19/88	Pennington Seed, Inc. of Nebraska
NATURAL SPRINGS NECTAR	73-647,330 1,487,698	03/02/87 05/10/88	Pennington Seed, Inc. of Nebraska
GREEN CHARM	73-646,940 1,466,067	02/27/87 11/24/87	Pennington Seed, Inc. of Nebraska
KWIK GRASS	73-646,686 1,488,001	02/26/87 05/10/88	Pennington Seed, Inc. of Nebraska
PENNINGTON RESEEDER	73-621,015 1,465,734	09/19/86 11/17/87	Pennington Seed, Inc. of Nebraska

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS****OWNER: PENNINGTON SEED, INC. OF NEBRASKA**

PENNGREEN	73-534,106 1,363,966	04/25/85 10/08/85	Pennington Seed, Inc. of Nebraska
BIRD-KOTE	73-378,429 1,261,088	08/05/82 12/13/83	Pennington Seed, Inc. of Nebraska
PENNINGTON GREEN and Design	73-341,924 1,230,187	12/16/81 03/08/83	Pennington Seed, Inc. of Nebraska
PENNINGTON SEED and Design	73-331,531 1,252,388	10/07/81 09/27/83	Pennington Seed, Inc. of Nebraska
PENKOTED	73-191,767 1,154,120	11/02/78 05/12/81	Pennington Seed, Inc. of Nebraska
PENNAQUA PAC and Design	72-272,677 852,144	05/31/67 07/09/68	Pennington Seed, Inc. of Nebraska
GREEN OVERCOAT	72-256,856 852,513	10/20/66 07/16/68	Pennington Seed, Inc. of Nebraska
PENNGREEN FESCUE FOOD	73-590,503 1,417,092	03/28/86 11/18/86	Pennington Seed, Inc. of Nebraska
DELUXE DINNER MIX	74-583,478 2,018,459	10/07/94 11/19/96	Pennington Seed, Inc. of Nebraska
PENNINGTON GREEN COATED	72-226,771 814,722	08/30/65 09/06/66	Pennington Seed, Inc. of Nebraska
ULTIMA	78-199,330	01/02/03	Pennington Seed, Inc. of Nebraska
RACKMAKER	78-164,549	09/16/02	Pennington Seed, Inc. of Nebraska
ROYAL BLEND	78-164,537	09/16/02	Pennington Seed, Inc. of Nebraska
SUPERGRAZE	78-164,026	09/13/02	Pennington Seed, Inc. of Nebraska
RAINBOW VALLEY	78-164,017	09/13/02	Pennington Seed, Inc. of Nebraska
PENNINGTON SEED CLASSICS	78-147,146	07/24/02	Pennington Seed, Inc. of Nebraska
FEEDER'S BLEND	78-061,103	04/30/01	Pennington Seed, Inc. of Nebraska

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Pennington Seed, Inc. of Nebraska, a Nebraska 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**");

(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.]

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.

PENNINGTON SEED, INC. OF NEBRASKA

By: 
Its Authorized Signatory