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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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To the Honorable Commissioner of

102450253

ned original documents or copy thereof.

1. Name of conveying party(ies):

Central Garden & Pet Company

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

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

3. Nature of conveyance:

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

Execution Date: 05-14-2003

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:

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COMMUNICATIONS DIV

DO NOT USE THIS SPACE

9. Signature.

05/16/2003 LMUELLER 00000146 75045683

01 FC:8321
02 FC:8322

Nina D. Beck
Name of Person Signing

40.00 OP
1525.00 OP

Nina D. Beck
Signature

5-15-2003
Date

7

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

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS****OWNER: CENTRAL GARDEN & PET COMPANY**

Trademark	Serial Number Registration Number	File Date Registration Date	Owner
FEED & SHIELD	75-045,683 2,045,716	01/19/96 03/18/97	Central Garden & Pet Company
ULTRALIME	74-522,061 2,063,637	05/06/94 05/20/97	Central Garden & Pet Company
ROSE SOCIETY	74-164,488 1,951,634	05/07/91 01/23/96	Central Garden & Pet Company
COOKE	73-809,197 1,613,429	06/26/89 09/18/90	Central Garden & Pet Company
ULTRAGREEN	73-716,447 1,509,736	03/14/88 10/25/88	Central Garden & Pet Company
HOSE N' GO	73-644,637 1,455,970	02/13/87 09/08/87	Central Garden & Pet Company
MICROCOP	73-480,691 1,347,153	05/16/84 07/09/85	Central Garden & Pet Company
WHACK	73-345,039 1,244,123	01/08/82 07/05/83	Central Garden & Pet Company
NOXALL	73-309,401 1,258,193	05/08/81 11/22/83	Central Garden & Pet Company
VITA-START	73-309,377 1,222,242	05/08/81 01/04/83	Central Garden & Pet Company
GROW SMART	74-394,432 1,843,999	05/25/93 07/12/94	Central Garden & Pet Company
IRONSAFE	76-304,493 2,538,366	08/27/01 02/12/02	Central Garden & Pet Company
LILLY MILLER	76-304,490 2,645,554	08/27/01 11/05/02	Central Garden & Pet Company
WORRYFREE	76-304,401 2,578,486	08/27/01 06/11/02	Central Garden & Pet Company
I-PAR	76-301,294 2,536,767	08/20/01 02/05/02	Central Garden & Pet Company
MAXIDE	76-266,189 2,581,835	06/05/01 06/18/02	Central Garden & Pet Company
MAXIDE and Design	76-264,903 2,581,834	06/04/01 06/18/02	Central Garden & Pet Company
HORIZON	75-928,340 2,492,143	02/26/00 09/25/01	Central Garden & Pet Company
MIDNIGHT SUN	75-549,410 2,373,801	09/09/98 08/01/00	Central Garden & Pet Company
HORIZON	75-395,221 2,295,053	11/24/97 11/30/99	Central Garden & Pet Company
POLAR THAW	75-298,573 2,215,889	05/27/97 01/05/99	Central Garden & Pet Company
Design only	75-277,680 2,256,323	04/15/97 06/29/99	Central Garden & Pet Company
RECOVER	75-162,969 2,475,996	09/09/96 08/07/01	Central Garden & Pet Company
NATURAL BLOOM	74-706,891 2,062,090	07/27/98 05/13/97	Central Garden & Pet Company

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS****OWNER: CENTRAL GARDEN & PET COMPANY**

Trademark	Serial Number Registration Number	File Date Registration Date	Owner
NATURAL START	74-706,889 2,024,690	07/27/95 12/17/96	Central Garden & Pet Company
START-UP	74-344,825 1,820,892	12/30/92 02/15/94	Central Garden & Pet Company
ATLAS	73-670,147 1,474,664	07/06/87 02/02/88	Central Garden & Pet Company
IMAGE	73-601,386 1,422,502	05/29/86 12/30/86	Central Garden & Pet Company
EASY GRO and Design	73-484,201 1,368,462	06/08/84 11/05/85	Central Garden & Pet Company
AMDRO	73-249,887 1,167,999	02/11/80 09/08/81	Central Garden & Pet Company
ALASKA	72-450,270 977,092	03/02/73 01/22/74	Central Garden & Pet Company
LILLY MILLER	76-304,400 2,662,338	08/27/01 12/17/02	Central Garden & Pet Company
NEIGHBORHOOD PET PROFESSIONALS and Design	75-796,043 2,579,412	09/10/99 06/11/02	Central Garden & Pet Company
NEIGHBORHOOD PET PROFESSIONALS	75-796,042 2,589,050	09/10/99 07/02/02	Central Garden & Pet Company
Design only	75-515,300 2,279,231	07/08/98 09/21/99	Central Garden & Pet Company
ISLAND	75-391,705 2,287,117	11/17/97 10/19/99	Central Garden & Pet Company
NORTHWOODS	75-383,880 2,208,949	11/03/97 12/08/98	Central Garden & Pet Company
TIMELESS TERRECOTTE	75-312,211 2,187,538	06/20/97 09/08/98	Central Garden & Pet Company
Design only	75-278,040 2,215,806	04/21/97 01/05/99	Central Garden & Pet Company
Design only	75-278,028 2,158,795	04/21/97 05/19/98	Central Garden & Pet Company
GREEN IT	75-263,424 2,142,682	03/21/97 03/10/98	Central Garden & Pet Company
MOUNTAIN STATES	75-261,500 2,142,660	03/21/97 03/10/98	Central Garden & Pet Company
TIMELESS TERRECOTTE ONE WORLD CONCEPTS IN PLANTERWARE and Design	75-090,418 2,087,214	04/18/96 08/12/97	Central Garden & Pet Company
GREEN TOUCH	74-690,814 2,053,406	06/19/95 04/15/97	Central Garden & Pet Company
GREEN TOUCH	74-605,889 2,048,152	12/02/94 03/25/97	Central Garden & Pet Company
MASTERTURF	74-073,849 1,651,614	06/28/90 07/23/91	Central Garden & Pet Company

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS****OWNER: CENTRAL GARDEN & PET COMPANY**

Trademark	Serial Number Registration Number	File Date Registration Date	Owner
ILLY MILLER	76-304,400 2,662,338	08/27/01 12/17/02	Central Garden & Pet Company
THE FIRE ANT EXTINGUISHER	76,497-487	03/14/03	Central Garden & Pet Company
AMERICA'S AUTHORITY ON FIRE ANTS	76-497,486	03/14/03	Central Garden & Pet Company
GREEN TOUCH	76-497,175	03/14/03	Central Garden & Pet Company
SUPER RICH	76-365,325	02/01/02	Central Garden & Pet Company
LILLY'S FAST BLOOMERS	76-304,970	08/27/01	Central Garden & Pet Company
EASY KILL	76-304,196	08/24/01	Central Garden & Pet Company
ARMADA	76-304,195	08/24/01	Central Garden & Pet Company
BITOXINOL	76-303,832	08/24/01	Central Garden & Pet Company
GARDENIZER	76-303,831	08/24/01	Central Garden & Pet Company
EASYGONE	76-300,626	08/17/01	Central Garden & Pet Company
SURE STOP	76-300,625	08/17/01	Central Garden & Pet Company
SAME DAY	76-285,198	07/16/01	Central Garden & Pet Company
EXCEL GARDEN PRODUCTS	76-229,191	03/26/01	Central Garden & Pet Company
PLANTER GUARD	75-754,610	07/19/99	Central Garden & Pet Company
CIVIC PRIDE	75-296,658	05/29/97	Central Garden & Pet Company

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Central Garden & Pet Company, 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, 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

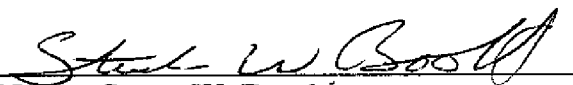
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss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

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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.

CENTRAL GARDEN & PET COMPANY

By: 
Name: Stuart W. Booth
Title: Vice President
Chief Financial Officer