1824791

CH \$40,00

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morrison's Orchard Supply Co.		12/16/2003	PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	Central Garden & Pet Company	
Street Address:	1340 Treat Boulevard	
Internal Address:	Suite 600	
City:	Walnut Creek	
State/Country:	CALIFORNIA	
Postal Code:	94597	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number: 1824791		SPOONIT

CORRESPONDENCE DATA

Fax Number: (415)398-3249

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-781-1989

Email: mason.diane@dorsey.com

Correspondent Name: Diane J. Mason

Address Line 1: Four Embarcadero Center

Address Line 2: Suite 3400

Address Line 4: San Francisco, CALIFORNIA 94111-4187

ATTORNEY DOCKET NUMBER:

2838:465678-00229

NAME OF SUBMITTER:

Diane J. Mason

Total Attachments: 2

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REEL: 002959 FRAME: 0956

TRADEMARK

MORRISON/ORCHARD SUPPLY TRADEMARK ASSIGNMENT

WHEREAS, Morrison's Orchard Supply Co., a California general partnership having offices at 1281 Hassett Avenue, Roseville, California 95991 (hereinafter referred to as "ASSIGNOR") has adopted and used and is the current owner of the entire right, title and interest in and to the United States Trademark Registration No. 1,824,791, registered on March 8, 1994, and the goodwill appurtenant to said mark and the application therefore;

WHEREAS, Central Garden & Pet Company, a Delaware corporation, having offices at 3697 Mount Diablo Blvd., Suite 310, Lafayette, California 94549 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring ASSIGNOR's entire right, title and interest in and to the trademark, the appurtenant goodwill and the application for registration therefore;

NOW, THEREFORE, in consideration of the Intellectual Property Purchase Agreement and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

ASSIGNOR agrees to sell, assign, transfer and convey, and by this instrument hereby sells, assigns, transfers and conveys to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title and interest in and to U.S. Registration No. 1,824,791, the goodwill of the business appurtenant to and connected with said trademark, all rights at common law in said mark, and the application and registration for said mark; and ASSIGNOR further assigns, transfers, sells and conveys to ASSIGNEE, its successors, legal representatives and assigns, the right to renew, protect, defend and enforce any and all rights to said mark including the right to sue for past infringement, the right to enforce any and all trademark rights of ASSIGNOR and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and the right to recover all claims for damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue.

TRADEMARK REEL: 002959 FRAME: 0957 ASSIGNOR agrees to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with perfecting the transfer of all rights to and the vesting of full and complete title in ASSIGNEE, including, without limitation by enumeration, agreeing to the recordation of this Assignment on the records of the United States Patent and Trademark Office and any state offices for trademark registration. ASSIGNOR agrees further to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with enforcing and defending the rights transferred and particularly in connection with executing any and all instruments deemed by ASSIGNEE to be necessary or desirable to implement and accomplish the transfer enforcement and/or defense of rights granted by ASSIGNOR hereunder.

Executed this 16 TH day of DECEMBER, 2003, at YVBA City CA

Morrison's Orchard Supply Co.: A California General Partnership

By: Gene Morrison

Its: General Managing Partner

By: Joyce Mottison

partnet

STATE OF CALIFORNIA) ss. COUNTY OF SUTTER)

On this day of <u>December</u>, 200 3, before me, <u>Jernherte</u> . <u>Nelson</u> appeared Notary Public in and for said State and County, personally appeared person personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Notary Public in and for said State and County

JEANNETTE M. NELSON W. COMM. #1250371
NOTARY PUBLIC - CALIFORNIA II
SUTTER COUNTY
Comm. Excires JAN. 18, 2004

TRADEMARK REEL: 002959 FRAME: 0958

RECORDED: 10/19/2004