

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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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
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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
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NAME OF SUBMITTER:	Diane J. Mason
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Total Attachments: 2 source=assignment#page1.tif source=assignment#page2.tif

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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.

