

06-21-2004
102771790

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Central Garden & Pet Company

- Individual(s)
- General Partnership
- Corporation-State 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: May 28, 2004

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce, as administrative agent

Internal

Address: _____

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) _____
Please see attached.

B. Trademark Registration No.(s) _____
Please see attached.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Scott D. Sanford, Esq.

Internal Address: O'Melveny & Myers LLP

Embarcadero Center West

MSETCHE 00000008 75279987

Street Address: 275 Battery Street

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

2004 JUN 15 AM 7:39
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Scott D. Sanford, Esq.

Name of Person Signing

Scott D. Sanford

Signature

June 15, 2004

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

SCHEDULE A**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark	Application Serial Number Registration Number	File Date Registration Date	Owner
AMERICA'S PLANTER RESOURCE	75/279,987 2,176,504	4/23/1997 7/28/1998	Central Garden & Pet Company
NEW ENGLAND POTTERY	76/405,476 n/a	5/10/2002 n/a	Central Garden & Pet Company
NEW ENGLAND POTTERY (w/design)	76/405,634 n/a	5/10/2002 n/a	Central Garden & Pet Company
ELEGANCE IN LIGHTING BY GKI	75/010,060 2,188,074	10/24/1995 9/8/1998	Central Garden & Pet Company
GKI	74/528,402 1,927,430	5/23/1994 10/17/1995	Central Garden & Pet Company
GKI/BETHLEHEM LIGHTING	76/274,965 2,699,548	6/21/2001 3/25/2003	Central Garden & Pet Company
NEP LINK	75/287,728 2,180,299	4/23/1997 8/11/1998	Central Garden & Pet Company
PERM-O-SNAP	73/669,878 1,490,060	7/2/1987 5/31/1988	Central Garden & Pet Company
TWIST PROOF LAMPS	74/619,287 1,977,452	1/9/1995 5/28/1996	Central Garden & Pet Company
WALKWAY TREES	76/335,759 2,772,735	11/8/2001 10/7/2003	Central Garden & Pet Company
BETHLEHEM	75/660,998 2,387,258	3/15/1999 9/19/2000	Central Garden & Pet Company
ILLUMINET	75/297,116 2,257,732	5/23/1997 6/29/1999	Central Garden & Pet Company

GRANT OF TRADEMARK SECURITY INTEREST

SF1:545213.3

**TRADEMARK
REEL: 002993 FRAME: 0317**

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

GRANT OF TRADEMARK SECURITY INTEREST

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TRADEMARK
REEL: 002993 FRAME: 0318

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

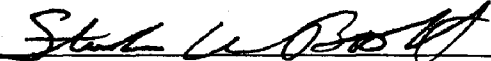
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss 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 28th day of May, 2004.

CENTRAL GARDEN & PET COMPANY

By: 
Name: Stuart W. Booth
Title: VP, CFO, & Secretary

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RECORDED: 06/15/2004

TRADEMARK
REEL: 002993 FRAME: 0321