

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name and citizenship of the conveying and receiving parties previously recorded on Reel 002858 Frame 150. Assignor(s) hereby confirms the Assignment of the Entire Interest and the Goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New England Pottery Co., Inc.		02/26/2004	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Central Garden & Pet Company
Street Address:	3697 Mount Diablo Boulevard
City:	Lafayette
State/Country:	CALIFORNIA
Postal Code:	94599
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1490060	PERM-O-SNAP
Registration Number:	1927430	GKI
Registration Number:	1977452	TWIST PROOF LAMPS
Registration Number:	2176504	AMERICA'S PLANTER RESOURCE
Registration Number:	2180299	NEP LINK
Registration Number:	2257732	ILLUMINET
Registration Number:	2387258	BETHLEHEM
Registration Number:	2699548	GKI/BETHLEHEM LIGHTING
Registration Number:	2772735	WALKWAY TREES
Registration Number:	2842251	NEW ENGLAND POTTERY
Registration Number:	2857269	NEW ENGLAND POTTERY

CORRESPONDENCE DATA

900019344

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Fax Number: (617)646-8646
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-646-8000
Email: kyost@wolfgreenfield.com
Correspondent Name: George L. Greenfield
Address Line 1: 600 Atlantic Avenue
Address Line 2: Wolf Greenfield
Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:	George L. Greenfield
Signature:	/glg/
Date:	02/09/2005

Total Attachments: 10
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FORM PTO-1584 (Rev. 10/02) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005) **TRADEMARKS ONLY**

13830

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

<p>1. Name of conveying party(ies):</p> <p>New England Pottery Co., Inc., a Massachusetts Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State - California <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name <u>Central Garden & Pet Company, a Delaware Corporation</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>3897 Mount Diablo Boulevard</u></p> <p>City: <u>Lafayette</u> State <u>CA</u> ZIP <u>94599</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation - State - <u>California</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic Representative designation is attached <input type="checkbox"/> yes <input type="checkbox"/> no (Designations must be a separate document from assignment)</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>February 26, 2004</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>76/406,476; 76/406,634</u></p> <p>B. Trademark Registration No.(s) <u>1,490,060; 1,927,430; 1,977,452; 2,176,504; 2,180,299; 2,188,074; 2,257,732; 2,387,268; 2,899,548; 2,772,735</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name <u>Orrick, Herrington & Sutcliffe LLP</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>400 Sansome Street</u></p> <p>City: <u>San Francisco</u> State <u>CA</u> ZIP <u>94111</u></p> <p>Attn: <u>Clarke de Maigret</u></p>	<p>6. Total number of registrations involved: <u>3</u></p> <p>7. Total fee (37 CFR 3.41).....\$315.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account number:</p> <p><u>15-0665</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p><u>Clarke de Maigret</u> <u>Clarke de Maigret</u> <u>5/20/04</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>11</u></p>	

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FORM PTD-159A (Rev. 10/02)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
OMB No. 0891-0027 (exp. 03/2006) 13830		TRADEMARKS ONLY			
To the Hon. Commissioner of Patents & Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): New England Pottery Co., Inc., a Massachusetts Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State - California <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Central Garden & Pet Company, a Delaware Corporation</u> Internal Address: _____ Street Address: <u>3697 Mount Diablo Boulevard</u> City: <u>Lafayette</u> State: <u>CA</u> ZIP: <u>94599</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State - California <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic Representative designation is attached <input type="checkbox"/> yes <input type="checkbox"/> no (Designations must be a separate document from assignment) Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		Execution Date: _____			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76405,476; 76405,634</u>		B. Trademark Registration No.(s) <u>1,490,080; 1,927,430; 1,977,452; 2,176,504; 2,180,299; 2,188,074; 2,267,732; 2,357,251; 2,699,540; 2,772,736</u>			
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Orrick Harrison & Sutcliffe LLP</u> Internal Address: _____ Street Address: <u>400 Sansome Street</u> City: <u>San Francisco</u> State: <u>CA</u> ZIP: <u>94111</u> Attn: <u>Clarke de Maigret</u>		6. Total number of registrations involved: <u>3</u> 7. Total fee (37 CFR 3.41) \$ <u>315.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account number: <u>15-0005</u> <small>(attach duplicate copy of this page if paying by deposit account)</small>			
DO NOT USE THIS SPACE					
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <u>Clarke de Maigret</u> Name of Person Signing Signature Date: <u>5/7/04</u> Total number of pages including cover sheet, attachments, and document: <u>9</u>					

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, PO Box 1480, Alexandria, VA 22313-1480

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ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS

This Assignment of Patents, Trademarks and Copyrights Agreement (this "Agreement") is entered into as of February 26, 2004 by and between New England Pottery Co., Inc., a Massachusetts corporation having a principal place of business at 1000 Washington Street, Foxborough, Massachusetts 02035 ("Assignor"), and Central Garden & Pet Company, a Delaware corporation having a principal place of business at 3697 Mount Diablo Boulevard, Lafayette, California 94599 ("Assignee").

Introduction

Assignor, Assignee and American Tack & Hardware Co., Inc. have entered into an Asset Purchase Agreement, dated as of January 23, 2004 (as amended, modified and supplemented from time to time, the "Purchase Agreement"). This Assignment is being delivered pursuant to the Purchase Agreement.

The patents, trademarks, trademark applications and copyright registrations of Assignor listed on Schedule A hereto and all variations thereof are collectively defined as the "Patents and Marks." Assignee wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Patents and Marks.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Assignor hereby sells, transfers, assigns and sets over to Assignee, the entire right, title and interest of Assignor in and to the Patents and Marks, and all registrations and applications therefor, in the United States and for all foreign countries, including any divisions, reissues, renewals, continuations, continuations-in-part, improvements and extensions thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents and Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Patents and Marks.

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2. **Further Assistance.** Assignor shall provide to Assignee reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation) as may be reasonably required in the implementation or perfection of this Agreement.

3. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns, and shall be construed and enforced in accordance with the laws of The Commonwealth of Massachusetts, without regard to its choice of law provisions. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

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IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed effective as of the date first above written.

CENTRAL GARDEN & PET COMPANY

By: *William W. Mastaglio*
President CEO (Title)

NEW ENGLAND POTTERY CO., INC.

By: _____
(Title)

[SIGNATURE PAGE TO IF ASSIGNMENT ACMT]

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IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed effective as of the date first above written.

CENTRAL GARDEN & PET COMPANY

By: _____
(Title)

NEW ENGLAND POTTERY CO., INC.

By: 
Peter I. Hermann, (Title)
Director

[SIGNATURE PAGE TO IP ASSIGNMENT AGMT]

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STATE OF CALIFORNIA)
COUNTY OF Contra Costa) SS: Lafayette

On this 25 day of February, 2004, before me personally appeared Edward H. Novotny,
to me known to be the person described in and who executed the foregoing instrument,
and acknowledged that he executed the same as his free act and deed.



Madine L. MacPhail
Notary Public
My commission expires:

[Notarial Seal]

1-250 P.06/08 F-266

FROM-CENTRAL QUARTER & PET

FEB 25 10:10:57 TO-JOHN BEALL

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COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS: BOSTON

On this 26th day of February, 2004, before me personally appeared Peter Z. Heriam, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Jill K. Caterer
Notary Public

My commission expires: *April 30, 2010*

[Notarial Seal]

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SCHEDULE A

PATENTS

U.S. Patent No.	Date Issued	Description
5,192,127	3/9/1993	<i>Two-Piece Locking Lamp Fixture</i>
5,428,516	6/27/1995	<i>Interlock for Miniature Lamp Arrays</i>
5,453,664	9/26/1995	<i>Light String with Improved Shunt System</i>

TRADEMARK REGISTRATIONS

Mark	Registratten No.	Date
PERM-O-SNAP	1,490,060	5/31/1988
GKI	1,927,430	10/17/1995
TWIST PROOF LAMPS	1,977,452	5/28/1996
AMERICA'S PLANTER RESOURCE	2,176,504	7/28/1998
NEP LINK	2,180,299	8/11/1998
ELEGANCE IN LIGHTING BY GKI	2,188,074	9/8/1998
ILLUMINET	2,257,732	6/29/1999
BETHLEHEM	2,387,258	9/19/2000

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OK/BETHLEHEM LIGHTING	2,699,548	3/25/2003
WALKWAY TREES	2,772,735	10/7/2003

TRADEMARK APPLICATIONS

Mark	Serial No.	Date
NEW ENGLAND POTTERY	76/405,476	5/10/2002
NEW ENGLAND POTTERY (w/ design)	76/405,634	5/10/2002

COPYRIGHT REGISTRATIONS

Title & Description	Registration No.	Date
Saddle & Sheriff Star (painting on pot)	VAu-531-929	11/13/2001
Yellow Rose of Texas (painting on pot)	VAu-531-930	11/13/2001
Hat on Boot (painting on pot)	VAu-531-931	11/13/2001
Blue Bonnet (painting on pot)	VAu-531-932	11/13/2001
Indian Blanket / Firewheel (painting on pot)	VAu-531-933	11/13/2001
Texas Paintbrush (painting on pot)	VAu-531-934	11/13/2001

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