TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wellmark International		04/07/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, National Association, as Administrative Agent
Street Address:	10 S. Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association:

PROPERTY NUMBERS Total: 110

Property Type	Number	Word Mark
Registration Number:	2373843	AFFRONT
Registration Number:	1053504	ALTOSAND
Registration Number:	968446	ALTOSID
Registration Number:	2989749	ALTOSID CP-10
Serial Number:	78456881	ALTOSID CP-2
Registration Number:	1257349	APEX
Registration Number:	1514288	APISTAN
Serial Number:	78800480	APISTAN
Registration Number:	2340609	AVA
Registration Number:	630706	BLOSSOM-SET
Registration Number:	1426211	BREAKAWAY
Registration Number:	1212028	CACTUS JUICE
Registration Number:	2041129	CATALYST
Registration Number:	2579417	

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Serial Number:	78180203	CP-10
Registration Number:	2108022	DEEP 6
Registration Number:	2815142	DEMIZE
Registration Number:	2877009	DIACON
Registration Number:	1279560	DIANEX
Registration Number:	2743437	ECLIPSE
Serial Number:	76404313	EGGBUSTERS
Registration Number:	1038394	ENSTAR
Registration Number:	2366893	EXTINGUISH
Registration Number:	1115132	EZE
Registration Number:	2603173	FLEA CAPS
Registration Number:	1280427	FLEA STOP
Serial Number:	78491021	FOGASECT
Registration Number:	2414025	F-V-S
Registration Number:	1325395	GENCOR
Registration Number:	2604774	GENTROL
Registration Number:	2041281	GENTROL POINT SOURCE
Registration Number:	936384	GOLDEN MALRIN
Registration Number:	1316352	GRANNYS
Registration Number:	1070047	GRANNY'S BLOOMERS
Registration Number:	1851492	GREAT PET
Registration Number:	1266121	HEARTLAND
Serial Number:	78743967	HIVASTAN
Registration Number:	2943173	
Registration Number:	2131736	INTERCEPT-H&G
Registration Number:	2383665	IPM TOOLBOX
Registration Number:	963350	JUNGLE JUICE
Registration Number:	1075360	KABAT
Registration Number:	619884	KILLER KANE
Registration Number:	1862228	LYMETROL
Registration Number:	2953382	MATRIX
Registration Number:	1162420	MAVRIK
Registration Number:	1284939	MAVRIK AQUAFLOW
Registration Number:	1409106	MOON SHINE
Registration Number:	2611632	MORETHANAPET

Registration Number:	2180473	MOSQUITO TORPEDO
Registration Number:	3059437	MOSQUITO TORPEDO
Serial Number:	78182496	MULTISECT
Registration Number:	990622	MUSCAMONE
Registration Number:	2499115	NATURAL RADIANCE
Registration Number:	2041139	NATURAL SIGNATURE
Registration Number:	2247610	NO-WAIT
Registration Number:	3004400	NO-WAIT
Registration Number:	819368	NU-BUD
Registration Number:	216506	NUTONEX
Serial Number:	76404315	ORGANIQUE
Registration Number:	2982973	OVITROL
Registration Number:	1619378	OVITROL PLUS
Registration Number:	1109110	PARAMITE
Registration Number:	1223883	PARAMITE
Registration Number:	1223882	PARAMITE
Registration Number:	2127375	PATROL 1
Serial Number:	78641333	PET SPECIFIX
Registration Number:	1641877	PETCOR
Registration Number:	2250473	POWER BAND
Registration Number:	2248297	POWER SPOT
Registration Number:	2246692	POWER SPRAY
Registration Number:	1207810	PRECOR
Registration Number:	1700160	PRECOR 2000
Registration Number:	2832706	PRE-STRIKE
Registration Number:	2576739	PROBAIT
Serial Number:	78524565	PROLINK
Registration Number:	1590442	PURGE
Registration Number:	2034468	QUIKSTRIKE
Registration Number:	1126972	SAFROTIN
Registration Number:	1422399	SECURITY
Registration Number:	228159	SECURITY
Registration Number:	1866643	SECURITY
Registration Number:	1856478	SECURITY
Registration Number:	1240818	SIPHOTROL

Registration Number:	2300516	SPOT ON
Registration Number:	2899659	STARBAR
Registration Number:	2853248	STARBAR
Registration Number:	1125098	STOP-ROT
Registration Number:	1044616	STRIKE
Registration Number:	753566	STRIKE
Registration Number:	1383848	SUDBURY
Serial Number:	76393476	TICKTROL
Registration Number:	1516914	ULTIMATE
Registration Number:	1150755	V
Registration Number:	948774	V
Registration Number:	1063114	
Registration Number:	635742	VET-KEM
Registration Number:	1063115	VET-KEM
Registration Number:	1150756	VET-KEM
Registration Number:	1773373	VIGREN
Registration Number:	1728845	VIKOR
Registration Number:	1350259	VIP
Registration Number:	2194265	WELLMARK
Registration Number:	2828604	WIPE AWAY
Registration Number:	1868812	ZIGRON
Registration Number:	933064	ZODIAC
Registration Number:	1006920	ZODIAC
Registration Number:	947075	ZOECON
Registration Number:	1091662	ZOECON
Serial Number:	78753438	WELLMARK

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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ATTORNEY DOCKET NUMBER:	36084-35570
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	04/13/2006

Total Attachments: 6
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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of April 7, 2006 by and from WELLMARK INTERNATIONAL, a California corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Central Garden & Pet Company (the "Company") (together with certain Subsidiaries of the Company from time to time parties thereto as borrowers and the Lenders) and Grantee have entered into a Credit Agreement dated February 28, 2006 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Company, has guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated February 28, 2006 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Company, the Grantor and certain Subsidiaries of the Company have entered into a Trademark Security Agreement dated February 28, 2006 (as may be amended, restated, supplemented or otherwise modified from time to time, the ("Trademark Security Agreement")

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Trademark Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Trademark Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Trademark Security Agreement, the provisions of the Trademark Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

WELLMARK INTERNATIONAL

By: _____

Name: Stuart W. Booth

Title: Vice President – Finance and Secretary

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

On April 7, 2006, before me, JoAnn Jonte, Notary Public, personally appeared Stuart W. Booth, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary Public

JOANN JONTE
COMM. #1552049
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
Comm. Exp. APRIL 18, 2009

(Notary Seal)

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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Reg. No./Serial No.	Issue Date
AFFRONT	2373843	3/12/1993
ALTOSAND	1053504	12/21/1994
ALTOSID	968446	5/17/1972
ALTOSID CP-10	2989749	5/6/1996
ALTOSID CP-2	SN 78/456881	PENDING
APEX	1257349	10/8/2002
APISTAN	1514288	4/29/1996
APISTAN and Design	SN 78/800480	PENDING
AVA	2340609	4/11/2000
BLOSSOM SET	630706	7/17/1956
BREAKAWAY	1426211	1/27/1987
CACTUS JUICE	1212028	10/12/1982
CATALYST	2041129	2/25/1997
COW HEAD (Design Only)	2579417	7/10/1996
CP-10	SN 78/180203	ABANDONED
DEEP 6	1808022	10/21/1997
DEMIZE	2815142	2/17/2004
DIACON	2877009	8/24/2004
DIANEX	1279560	5/29/1984
ECLIPSE	2743437	7/29/2003
EGGBUSTERS	SN 76/404313	PENDING
ENSTAR	1038394	2/12/2002
EXTINGUISH	2366893	7/11/2000
EZE	115132	3/20/1979
FLEA CAPS	2603173	10/19/1999
FLEA STOP	1280427	6/5/1984
FOGASECT	SN 78/491021	PENDING
F-V-S	2414025	12/19/2000
GENCOR	1325395	12/17/2002
GENTROL	2604774	11/5/2002
GENTROL POINT SOURCE	2041281	2/25/1997
GOLDEN MALRIN	936384	6/27/1972
GRANNY'S and Design	1316352	1/29/1985
GRANNY'S BLOOMERS	1070047	7/26/1977
GREAT PET	1851492	8/30/1994
HEARTLAND [insecticides]	1266121	2/7/1984
HIVASTAN	SN 78/743967	PENDING
INGOT (Design only)	2943173	4/19/2005
INTERCEPT H&G and Design [insecticides)	2131736	1/27/1998

Exhibit A

Mark	Reg. No./Serial No.	Issue Date
IPM TOOLBOX	2383665	09/05/2000
JUNGLE JUICE	963350	7/10/1973
KABAT	1075360	10/18/1977
KILLER KANE	619884	1/24/1956
LYMETROL	1862228	11/15/1994
MATRIX	2953382	5/17/2005
MAVRIK	1162420	7/9/1985
MAVRIK AQUAFLOW	1284939	11/7/2000
MOON SHINE	1409106	9/16/1986
MORETHANAPET	2611632	3/10/1998
MOSQUITO TORPEDO	2180473	7/2/2002
MOSQUITO TORPEDO	3059437	2/14/2006
MULTISECT	SN 78/182496	ABANDONED
MUSCAMONE	990622	8/13/1974
NATURAL RADIANCE	2499115	12/8/1998
NATURAL SIGNATURE	2041139	3/12/1990
NO-WAIT [test kits]	2247610	5/25/1999
NO-WAIT [ph meters, moisture meters, thermometers]	3004400	10/4/2005
NU-BUD	819368	11/29/1966
NUTONEX	216506	8/10/1926
ORGANIQUE	SN 76/404315	ABANDONED
OVITROL	2982973	11/22/1983
OVITROL PLUS	1619378	10/13/1990
PARAMITE	1109110	6/1/1999
PARAMITE	1223883	1/18/1983
PARAMITE	1223882	1/18/1993
PATROL 1 and Design	2127375	1/6/1998
PET SPECIFIX	SN 78/641333	PENDING
PETCOR	1641877	4/23/1991
POWER BAND	2250473	9/27/1997
POWER SPOT	2248297	5/29/1999
POWER SPRAY	2246692	5/18/1999
PRECOR	1207810	9/14/1982
PRECOR 2000	1700160	9/1/1998
PRE-STRIKE	2832706	6/23/1996
PROBAIT	2576739	3/8/1994
PROLINK	SN 78/524565	PENDING
PURGE	1590442	4/10/1990
QUIKSTRIKE	2034468	8/19/2003
SAFROTIN	1126972	11/27/1979
SECURITY	1422399	12/30/1986
SECURITY and Design	228159	5/24/1927
SECURITY and Design	1866643	12/13/1994
SECURITY and Design	1856478	10/4/94
SIPHOTROL	1240818	6/7/1983

Mark	Reg. or Serial No.	Issue Date
SPOT ON	2300516	12/14/199
STARBAR	2899659	11/2/2004
STARBAR and Design	2853248	6/15/2004
STOP-ROT	1125098	9/18/1979
STRIKE	1044616	7/27/1976
STRIKE	753566	7/30/1963
SUDBURY	1383848	2/25/1986
TICKTROL	SN 76/393476	ABANDONED
ULTIMATE	1516914	12/20/1988
V and Design	1150755	4/18/1981
V and Design	948774	12/19/1972
V and Design	1063114	4/12/1977
V and Design	1150755	4/14/1981
VET-KEM	635742	10/16/1956
VET-KEM	1063115	4/12/1977
VET-KEM	1150756	4/14/1981
VIGREN	1773373	5/25/1993
VIKOR	1728845	11/3/1992
VIP and Design	1350259	7/23/1985
WELLMARK	2194265	10/6/1998
WELLMARK and Design	SN 78/753438	PENDING
WIPE AWAY	2828604	3/30/2004
ZIGRON	1868812	12/20/1994
ZODIAC	933064	5/2/1972
ZODIAC and Design	1006920	3/18/1975
ZOECON	947075	11/14/1972
ZOECON Stylized Letters	1091662	5/23/1978