

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
Pennington Seed, Inc. of Nebraska		04/07/2006	CORPORATION: NEBRASKA

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: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	2248355	BERMUDA TRIANGLE
Registration Number:	1261088	BIRD-KOTE
Registration Number:	2242028	BUG REAPER
Registration Number:	2223448	COLOR YOUR GARDEN
Registration Number:	2018459	DELUXE DINNER MIX
Registration Number:	1952459	
Registration Number:	1830039	
Registration Number:	1764762	EASY PATCH
Serial Number:	78061103	FEEDER'S BLEND
Registration Number:	1818316	GREEN CHARM
Registration Number:	1620784	GREEN CHARM
Registration Number:	1466067	GREEN CHARM
Registration Number:	0852513	GREEN OVERCOAT
Registration Number:	1488001	KWIK GRASS

CH \$1040.00 2248355

Registration Number:	1856388	MORNING STAR
Registration Number:	1487698	NATURAL SPRINGS NECTAR
Registration Number:	1154120	PENKOTED
Registration Number:	0852144	PENNAQUA PAC
Registration Number:	1363966	PENNGREEN
Registration Number:	1417092	PENNGREEN FESCUE FOOD
Registration Number:	1230187	PG PENNINGTON GREEN
Registration Number:	0814722	PENNINGTON GREEN COATED
Registration Number:	2700477	PENNINGTON MASTERPIECE COLLECTION
Registration Number:	1465734	PENNINGTON RESEEDER
Registration Number:	1252388	PENNINGTON SEED
Serial Number:	78147146	PENNINGTON SEED CLASSICS
Registration Number:	1704446	PENN-ORGANIC
Registration Number:	1767821	PENN-ORGANIC
Registration Number:	1562450	PERFECTA
Registration Number:	1779452	PROCARE
Registration Number:	1472759	PROCARE
Registration Number:	2734958	RACKMAKER
Registration Number:	2066348	RACKMASTER
Registration Number:	2939590	RAINBOW VALLEY
Registration Number:	2265514	RETALIATOR
Registration Number:	2732339	ROYAL BLEND
Registration Number:	2732335	SUPERGRAZE
Registration Number:	1572251	TRIAD
Serial Number:	78199330	ULTIMA
Registration Number:	2089741	WILD BEAUTY
Registration Number:	2356448	WIND STAR

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

TRADEMARK

REEL: 003289 FRAME: 0532

ATTORNEY DOCKET NUMBER:	36084-35570
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	04/13/2006
Total Attachments: 5 source=JPMorgan - Trademarks - Pennington Seed Inc. of Nebraska 2006_04_10_16_28_16#page1.tif source=JPMorgan - Trademarks - Pennington Seed Inc. of Nebraska 2006_04_10_16_28_16#page2.tif source=JPMorgan - Trademarks - Pennington Seed Inc. of Nebraska 2006_04_10_16_28_16#page3.tif source=JPMorgan - Trademarks - Pennington Seed Inc. of Nebraska 2006_04_10_16_28_16#page4.tif source=JPMorgan - Trademarks - Pennington Seed Inc. of Nebraska 2006_04_10_16_28_16#page5.tif	

**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 PENNINGTON SEED, INC. OF NEBRASKA, a Nebraska 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.

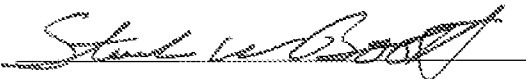
2) The Security Interest.

(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.

PENNINGTON SEED, INC. OF NEBRASKA

By: 

Name: Stuart W. Booth

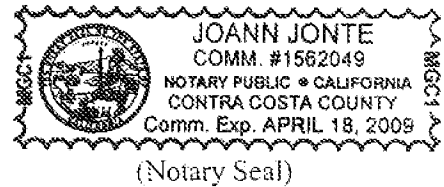
Title: Vice President – Finance and Assistant Secretary

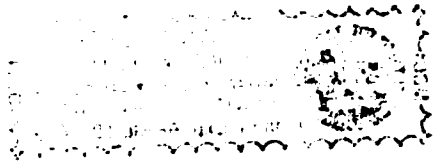
STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

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





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

Mark	Reg. No./ Serial No.	Issue Date
BERMUDA TRIANGLE	2248355	05/25/1999
BIRD-KOTE	1261088	12/13/1983
BUG REAPER	2242028	04/27/1999
COLOR YOUR GARDEN	2223448	02/16/1999
DELUXE DINNER MIX	2018459	11/19/1996
DESIGN ONLY	1952459	07/14/1994
DESIGN ONLY	1830039	04/05/1994
EASY PATCH	1764762	04/13/1993
FEEDER'S BLEND	78061103	ABANDONED
GREEN CHARM	1818316	01/25/1994
GREEN CHARM	1620784	11/06/1990
GREEN CHARM	1466067	11/24/1987
GREEN OVERCOAT	0852513	07/16/1968
KWIK GRASS	1488001	05/10/1988
MORNING STAR	1856388	09/27/1994
NATURAL SPRINGS NECTAR	1487698	05/10/1988
PENKOTED	1154120	05/12/1981
PENNAQUA PAC and Design	0852144	07/09/1968
PENNGREEN	1363966	10/08/1985
PENNGREEN FESCUE FOOD	1417092	11/18/1986
PENNINGTON GREEN and Design	1230187	03/08/1983

Exhibit A

**TRADEMARK
REEL: 003289 FRAME: 0537**

Goods	Reg. No. Serial No.	Issue Date
PENNINGTON GREEN COATED	0814722	09/06/1966
PENNINGTON MASTERPIECE COLLECTION	2700477	03/25/2003
PENNINGTON RESEEDER	1465734	11/17/1987
PENNINGTON SEED and Design	1252388	09/27/1983
PENNINGTON SEED CLASSICS	78147146	ABANDONED
PENN-ORGANIC	1704446	08/04/1992
PENN-ORGANIC	1767821	04/27/1993
PERFECTA	1562450	10/24/1989
PROCARE	1779452	06/29/1993
PROCARE	1472759	01/19/1988
RACKMAKER	2734958	07/08/2003
RACKMASTER	2066348	06/03/1997
RAINBOW VALLEY	2939590	04/12/2005
RETALIATOR	2265514	07/27/1999
ROYAL BLEND	2732339	07/01/2003
SUPERGRAZE	2732335	07/01/2003
TRIAD	1572251	12/19/1989
ULTIMA	SN 78199330	01/02/2003
WILD BEAUTY	2089741	08/19/1997
WIND STAR	2356448	06/13/2000