

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ironite Products Company		04/24/2006	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Central Garden & Pet Company		
Street Address:	1340 Treat Boulevard, Suite 600		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94597		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78247765	ENVIRONITE	
CORRESPONDENCE DATA			
Fax Number:	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-506-5150		
Email:	ipprosecution@orrick.com		
Correspondent Name:	Bradford S. Breen		
Address Line 1:	4 Park Plaza, Suite 1600		
Address Line 2:	IP Prosecution Department		
Address Line 4:	Irvine, CALIFORNIA 92614-2558		
ATTORNEY DOCKET NUMBER:	6257.114		
NAME OF SUBMITTER:	Bradford S. Breen		
Signature:	/Bradford S. Breen/		
Date:	04/26/2006		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of April 24, 2006 (the "Effective Date"), is made by Ironite Products Company, a corporation organized under the laws of the State of Arizona having an address of 8700 E. via de Ventura, Suite 280 Scottsdale, Arizona 85258 ("Assignor") with, and for the benefit of Central Garden & Pet Company, a corporation organized under the laws of the State of Delaware with a principal address at 1340 Treat Boulevard, Suite 600, Walnut Creek, CA 94597 ("Assignee").

WHEREAS, Assignor is the current owner of the trademarks, trademark registrations and trademark applications identified on Schedule A hereto (hereinafter collectively referred to as "the Marks"), and

WHEREAS, Assignor, in connection with the sale of certain of its assets and the portion of Assignor's business pertaining thereto, which business is on-going and subsisting, pursuant to an Agreement of Purchase and Sale between Assignor and Assignee dated effective as of April 24, 2006 ("Purchase Agreement"), wishes to transfer, sell, assign, and convey the Marks, including all common law rights therein and all applications to register and registrations thereof, together with the goodwill pertaining thereto, and all right, title and interest thereto, to Assignee.

NOW, THEREFORE, for good and valuable consideration, including the consideration recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby transfers, sells, assigns, and conveys unto Assignee, as the successor to that portion of the business of the applicant to which the Marks pertain (if any), all rights, title and interest for all countries in and to the Marks, including all common law rights therein and all applications to register and registrations thereof and the goodwill pertaining thereto, and all right, title and interest thereto, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof, and Assignee hereby accepts such transfer, sale, assignment and conveyance.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

Assignor agrees to execute and deliver to Assignee such instruments of transfer and other documents as Assignee may request to effect the purposes of this Assignment.

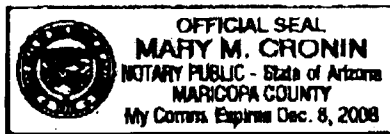
ASSIGNEE ACKNOWLEDGES THAT IT IS ACQUIRING THE MARKS AS IS AND WHERE IS AND THAT THE SALE OF THE MARKS HEREUNDER IS MADE WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed effective as of the Effective Date.

Ironite Products Company

By: [Signature]
Name: Heinz Brungs
Title: President

STATE OF Arizona)
) ss:
COUNTY OF Maricopa)



On the 16th day of April, 2006, before me personally came HEINZ BRUNGS to me known to be the person who executed the foregoing instrument and who being duly sworn by me did depose and say that he executed the foregoing instrument on behalf of Ironite Products Company, and that he had the authority to sign the same on behalf of Ironite Products Company.

Mary M. Cronin
Notary Public

AGREED:

Central Garden and Pet Company

By: _____
Name: _____
Title: _____

[Signature Page to ENVIRONTE Trademark Assignment]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed effective as of the Effective Date.

Ironite Products Company

By: _____
Name: Heinz Brungs
Title: President

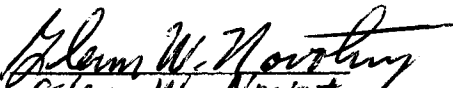
STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2006, before me personally came _____ to me known to be the person who executed the foregoing instrument and who being duly sworn by me did depose and say that he executed the foregoing instrument on behalf of Ironite Products Company, and that he had the authority to sign the same on behalf of Ironite Products Company.

Notary Public

AGREED:

Central Garden and Pet Company

By: 
Name: Glenn W. Novotny
Title: President & CEO

[Signature Page to ENVIRONITE Trademark Assignment]

SCHEDULE A
IRONITE PRODUCTS COMPANY
SCHEDULE OF TRADEMARKS
UNITED STATES

Appl no.	Filing date	Reg no	Reg date	Mark	Status
78247765	05/09/03			ENVIRONITE	Pending

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