

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
All Glass Aquarium Co., Inc.		06/26/2007	CORPORATION: WISCONSIN
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:	78768345	ZILLA	
CORRESPONDENCE DATA			
Fax Number:	(415)442-1001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-442-1137		
Email:	dmason@morganlewis.com		
Correspondent Name:	Diane J. Mason		
Address Line 1:	One Market, Spear Street Tower		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	067438.2105		
NAME OF SUBMITTER:	Diane J. Mason		
Signature:	/djm/		
Date:	06/27/2007		

CH 78768345 \$40.00

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, All Glass Aquarium Co., Inc., a Wisconsin Corporation, located at 9675 S. 60th Street, Franklin, Wisconsin 53132 (hereinafter referred to as "Assignor"), is the owner of the entire right, title and interest in and to U.S. Trademark Application Serial No. 78/768,345, filed December 7, 2005 for the trademark ZILLA ("Mark"), and the goodwill appurtenant to said Mark and the application therefor;

WHEREAS, Central Garden and Pet Company, a Delaware Corporation, located at 1340 Treat Blvd., Suite 600, Walnut Creek, California 94597 (hereinafter referred to as "Assignee") desires to receive all of Assignor's right, title and interest in and to the Mark, together with the goodwill associated therewith;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

ASSIGNOR agrees to sell, assign, transfer and convey, and by this instrument hereby sells, assigns, transfers and conveys to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNORS' entire right, title and interest in and to the Mark and the goodwill of the business appurtenant to and connected with the Mark, all rights at common law in the Mark, and ASSIGNOR further assigns, transfers, sells and conveys to ASSIGNEE, its successors, legal representatives and assigns, the right to renew, protect, defend and enforce any and all rights to the Mark including the right to sue for past infringement, the right to enforce any and all trademark rights of ASSIGNOR and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and the right to recover all claims for damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue.

ASSIGNOR agrees to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with perfecting the transfer of all rights to and the vesting of full and complete title in ASSIGNEE, including, without limitation by enumeration, agreeing to the recordation of this Assignment on the records of the United States Patent and Trademark Office. ASSIGNOR agrees further to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with enforcing and defending the rights transferred and particularly in connection with executing any and all instruments deemed by ASSIGNEE to be necessary or desirable to implement and accomplish the transfer, enforcement and/or defense of rights granted by ASSIGNOR hereunder.

IN TESTIMONY WHEREOF, the undersigned Assignor and Assignee have executed this Assignment effective as of the 26 of June, 2007.

ASSIGNOR
ALL GLASS AQUARIUM CO., INC..

ASSIGNEE
CENTRAL GARDEN & PET COMPANY

By: 

Name: MARK CAVALLARO

Date: _____

June 26, 2007

By: _____

Name: _____

Date: _____