

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
Matson, LLC		10/20/2008	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, National Association, as Administrative Agent		
Street Address:	10 S. Dearborn St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2293252	CORRY'S	
Registration Number:	2176822	CORRY'S	
Registration Number:	0689296	CORRY'S	
Registration Number:	2778030	SNARE	
Registration Number:	2335940	RAIN TOUGH	
Registration Number:	2287649	MOSS B WARE	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$165.00 2293252

ATTORNEY DOCKET NUMBER:	36084-35570
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	11/03/2008
Total Attachments: 3 source=2008 10-20 Confirmatory Grant of Security Interest in US Trademarks#page1.tif source=2008 10-20 Confirmatory Grant of Security Interest in US Trademarks#page2.tif source=2008 10-20 Confirmatory Grant of Security Interest in US Trademarks#page3.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 October 20, 2008 by and from MATSON, LLC, a Washington limited liability company (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 "Borrower") , financial institutions party thereto from time to time as 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 Borrower, 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 Borrower, the Grantor and certain Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated February 28, 2006 (as may be amended, restated, supplemented or otherwise modified from time to time, the "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 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 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 Security Agreement, the provisions of the 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.**

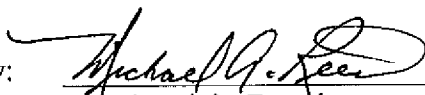
(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations

(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.

MATSON, LLC
a Washington limited liability company

By: 
Name: Michael A. Reed
Its: President

State of CALIFORNIA

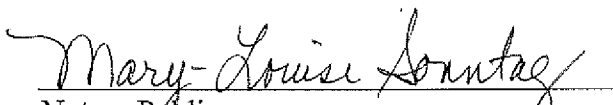
County of CONTRA COSTA

On OCTOBER 20, 2008, before me, MARY-LOUISE SONNTAG, Notary Public, personally appeared MICHAEL A. REED, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)


Notary Public



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

TRADEMARK	REG. NO.	REG. DATE	OWNER	STATUS/COMMENTS
CORRY'S UNITED STATES	2,293,252	11-16-99	MATSON, LLC	REGISTERED
CORRY'S and Design UNITED STATES	2,176,822	7-28-98	MATSON, LLC	REGISTERED
CORRY'S UNITED STATES	689,296	12-8-59	MATSON, LLC	REGISTERED
CORRY'S CANADA	TMA286287	12-30-83	MATSON, LLC	REGISTERED
SNARE UNITED STATES	2,778,030	10-28-03	MATSON, LLC	REGISTERED
RAIN TOUGH UNITED STATES	2,335,940	3-28-00	MATSON, LLC	REGISTERED
MOSS B WARE UNITED STATES	2,287,649	10-19-99	MATSON, LLC	REGISTERED

Exhibit A

014176.0001\1027226.2

RECORDED: 11/03/2008

**TRADEMARK
REEL: 003881 FRAME: 0763**