

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
Morrison's Orchard Supply Co.		12/16/2003	PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Central Garden & Pet Company		
Street Address:	3697 Mount Diablo Blvd.		
Internal Address:	Suite 310		
City:	Lafayette		
State/Country:	CALIFORNIA		
Postal Code:	94549		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0566829	TREE SEAL	
CORRESPONDENCE DATA			
Fax Number:	(415)352-2701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-352-2700		
Email:	sftrademark@bullivant.com		
Correspondent Name:	Diane J. Mason		
Address Line 1:	601 California Street, Suite 1800		
Address Line 4:	San Francisco, CALIFORNIA 94108		
ATTORNEY DOCKET NUMBER:	31652-20017		
NAME OF SUBMITTER:	Diane J. Mason		
Signature:	/djm/		
Date:	06/10/2009		

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Total Attachments: 2

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MORRISON/ORCHARD SUPPLY
TRADEMARK ASSIGNMENT

WHEREAS, Morrison's Orchard Supply Co., a California general partnership having offices at 1281 Hassett Avenue, Roseville, California 95991 (hereinafter referred to as "ASSIGNOR") has adopted and used and is the current owner of the entire right, title and interest in and to the United States Trademark Registration No. 566,829, registered on November 18, 1952, and the goodwill appurtenant to said mark and the application therefore;

WHEREAS, Central Garden & Pet Company, a Delaware corporation, having offices at 3697 Mount Diablo Blvd., Suite 310, Lafayette, California 94549 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring ASSIGNOR's entire right, title and interest in and to the trademark, the appurtenant goodwill and the application for registration therefore;

NOW, THEREFORE, in consideration of the Intellectual Property Purchase Agreement and 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, ASSIGNOR's entire right, title and interest in and to U.S. Registration No. 566,829, the goodwill of the business appurtenant to and connected with said trademark, all rights at common law in said mark, and the application and registration for said 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 said 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.

