

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
Central Garden & Pet Company		12/05/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street
Internal Address:	23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: GEORGIA

**PROPERTY NUMBERS Total: 137**

Property Type	Number	Word Mark
Serial Number:	85241977	3 TIPS TO SUCCEED
Serial Number:	77611999	ACTIVE CARE
Serial Number:	74374356	ADVANCED PET DIETS
Serial Number:	72450270	ALASKA
Serial Number:	77873653	ALASKA
Serial Number:	78340325	ALL-GLASS AQUARIUM
Serial Number:	78340329	ALL-GLASS AQUARIUM
Serial Number:	72383848	ALL-GLASS AQUARIUM
Serial Number:	74544683	ALL-SEASON
Serial Number:	72178843	ALL-SEASON
Serial Number:	73249887	AMDRO
Serial Number:	77721200	AMDRO QUICK KILL
Serial Number:	75279987	AMERICA'S PLANTER RESOURCE

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Serial Number:	78385553	ANT BLOCK
Serial Number:	73752508	
Serial Number:	74376924	APD ADVANCED PET DIETS
Serial Number:	78796103	AQUEON
Serial Number:	73670147	ATLAS
Serial Number:	85520105	AVODERM
Serial Number:	73415425	AVO-DERM
Serial Number:	77612205	AVODERM NATURAL
Serial Number:	85440188	BACK TO YARD
Serial Number:	77192044	BETHLEHEM LIGHTING
Serial Number:	77788522	BETHLEHEM LIGHTS SOLUTIONS
Serial Number:	78792490	BIOCUBE
Serial Number:	78892024	
Serial Number:	78894448	
Serial Number:	72356480	BREEDER'S CHOICE
Serial Number:	78791573	CAT BLISS
Serial Number:	78834398	CENTRAL AQUATICS
Serial Number:	78878694	CENTRAL LIFE SCIENCES
Serial Number:	77621900	COLOR BLOOMS
Serial Number:	75053349	COLORMAX
Serial Number:	77202679	COMFORT GRIP
Serial Number:	73809197	COOKE
Serial Number:	75927740	CORALIFE
Serial Number:	85227044	CRITTER CAGE
Serial Number:	77096879	CRITTER CULTURE
Serial Number:	78153629	DEEP SIX
Serial Number:	78791407	DOG BLISS
Serial Number:	74571296	
Serial Number:	74571295	
Serial Number:	77014984	EARTH WISE
Serial Number:	77036577	EARTH WISE PLANT & PLANET IN HARMONY
Serial Number:	78497223	EASY GRO
Serial Number:	73484201	EASY GRO
Serial Number:	76304196	EASY KILL
Serial Number:	76190287	ESU REPTILE

	85359930	EVOLVE
Serial Number:	76229191	EXCEL GARDEN PRODUCTS
Serial Number:	78902090	FIRESTRIKE
Serial Number:	74137261	
Serial Number:	77447083	FLEXCHANGE
Serial Number:	77954686	FLORAMAX
Serial Number:	74528402	GKI
Serial Number:	76274965	GKI/BETHLEHEM LIGHTING
Serial Number:	85729603	GRAIN FREE SIMPLY NATURAL JUST REAL, GOO
Serial Number:	73425423	GRANT'S KILLS ANTS
Serial Number:	77200892	GRANT'S KILLS ANTS
Serial Number:	85073088	GREAT ENTERTAINMENT FOR YOUR YARD
Serial Number:	75263424	GREEN IT
Serial Number:	77317991	GREEN YARD. GREEN PLANET.
Serial Number:	78606104	HERMIE'S CRAB COVE
Serial Number:	73644637	HOSE 'N GO
Serial Number:	75180038	HOWARD JOHNSON'S
Serial Number:	73601386	IMAGE
Serial Number:	73709517	IRONITE
Serial Number:	76304493	IRONSAFE
Serial Number:	77068315	IT'S ALL ABOUT THE FISH
Serial Number:	74482649	KENT MARINE
Serial Number:	85729614	LICK-TASTIC
Serial Number:	78762511	LIL' CRITTER
Serial Number:	76304400	LILLY MILLER
Serial Number:	78797564	LILLY MILLER
Serial Number:	76266189	MAXIDE
Serial Number:	76265903	MAXIDE
Serial Number:	73480691	MICROCOP
Serial Number:	75549410	MIDNIGHT SUN
Serial Number:	85519988	MIKKI
Serial Number:	78891995	MOSS OUT!
Serial Number:	75261500	MOUNTAIN STATES
Serial Number:	77828212	NATURAL BLOOMS
Serial Number:	76354759	NAUTILUS

	76405476	NEW ENGLAND POTTERY
Serial Number:	76405634	NEW ENGLAND POTTERY
Serial Number:	77272474	NO WEEDS. NO WORRIES.
Serial Number:	76247377	NORCAL
Serial Number:	75383880	NORTHWOODS
Serial Number:	73309401	NOXALL
Serial Number:	74136281	NURSERY PRO
Serial Number:	74593863	OCEANIC
Serial Number:	76559853	OCEANIC
Serial Number:	76559854	OCEANIC
Serial Number:	76559855	OCEANIC
Serial Number:	85729630	PERKS
Serial Number:	73669878	PERM-O-SNAP
Serial Number:	78791374	PET BLISS
Serial Number:	78869133	PET-GUARD
Serial Number:	77612016	PINNACLE
Serial Number:	77749373	PONDLIFE
Serial Number:	85896880	POWERFLEX
Serial Number:	74235277	POWERFLEX
Serial Number:	77557039	QUIETFLOW
Serial Number:	75162969	RECOVER
Serial Number:	74177574	REEF READY
Serial Number:	85465077	REVOLVING MENU
Serial Number:	75658141	SELECT CHOICE
Serial Number:	76244461	SIMPLY NATURAL
Serial Number:	85300203	SMART BLOOM
Serial Number:	85300219	SMART FEED
Serial Number:	85300236	SMART WEED AND FEED
Serial Number:	85300246	SMART WINTERIZER
Serial Number:	85300255	SMART WINTERIZER WEED AND FEED
Serial Number:	77788525	SOLUTIONS
Serial Number:	75053307	SPECTRAMAX
Serial Number:	74329479	SPOONIT
Serial Number:	74344825	START-UP
Serial Number:	76365325	SUPER RICH

	76300625	SURE STOP
Serial Number:	71594721	TREE SEAL
Serial Number:	74694116	TROPICAL TREASURES
Serial Number:	77781029	TURBO-TWIST
Serial Number:	78496591	TURF MAGIC
Serial Number:	74619287	TWIST PROOF LAMPS
Serial Number:	73716447	ULTRAGREEN
Serial Number:	78866744	ULTRAGREEN
Serial Number:	77608793	ULTRAGREEN
Serial Number:	77615095	ULTRAGREEN TEXAS TURF
Serial Number:	78829098	UNLEASH PURE JOY
Serial Number:	73309377	VITA-START
Serial Number:	77068293	WHERE REPTILES RULE
Serial Number:	85464967	WORRY FREE
Serial Number:	76304401	WORRYFREE
Serial Number:	78524617	ZEROICE
Serial Number:	78768345	ZILLA
Serial Number:	77194936	ZILLA
Serial Number:	78979303	ZOOM

**CORRESPONDENCE DATA**

Fax Number: 4045818330  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 404-581-8275  
Email: srbrown@jonesday.com  
Correspondent Name: Sidney R. Brown, Jones Day  
Address Line 1: 1420 Peachtree Street, NE  
Address Line 2: Suite 800  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640047
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	12/18/2013

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**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of December 5, 2013 (this "Agreement"), is made by CENTRAL GARDEN & PET COMPANY, a Delaware corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, the Grantor and certain of its affiliates, the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantor and certain of its affiliates have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**SECTION 4. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**SECTION 5. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


**SECTION 6. Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]



IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENTRAL GARDEN & PET COMPANY

By:   
Name: Lori A. Varlas  
Title: Chief Financial Officer

[CENTRAL GARDEN – TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005178 FRAME: 0839**

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**

By: William Sykes  
Name: William Sykes  
Title: Director

[CENTRAL GARDEN -- TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005178 FRAME: 0840**

**SCHEDULE I**

Trademarks and Trademark Licenses

**REGISTERED TRADEMARKS, APPLICATIONS, AND LICENSES**

<b>Registered Trademark</b>	<b>Registration No</b>	<b>Serial No</b>	<b>Registration Date</b>	<b>Country</b>
3 Tips To Succeed & design	N/A	85241977	N/A	USA
ACTIVE CARE	3638763	77611999	6/16/2009	USA
ADVANCED PET DIETS	1839127	74374356	6/7/1994	USA
ALASKA	977092	72450270	1/22/1974	USA
ALASKA & design	3901796	77873653	1/4/2011	USA
ALL-GLASS AQUARIUM	2991772	78340325	9/6/2005	USA
ALL-GLASS AQUARIUM & design	2991773	78340329	9/6/2005	USA
ALL-GLASS AQUARIUM & design	987039	72383848	6/25/1974	USA
ALL-SEASON	1910958	74544683	8/15/1995	USA
ALL-SEASON	778864	72178843	10/20/1964	USA
AMDRO	1167999	73249887	9/8/1981	USA
AMDRO QUICK KILL	3769150	77721200	3/30/2010	USA
AMERICA'S PLANTER RESOURCE	2176504	75279987	7/28/1998	USA
ANT BLOCK	3114993	78385553	7/11/2006	USA
Ant in international sign for "forbidden" design	1562967	73752508	10/31/1989	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
APD ADVANCED PET DIETS & design	1854797	74376924	9/20/1994	USA
AQUEON	3446728	78796103	6/10/2008	USA
ATLAS	1474664	73670147	2/2/1988	USA
AVODERM		85520105		USA
AVO-DERM	1341290	73415425	6/11/1985	USA
AVODERM NATURAL	3711263	77612205	11/17/2009	USA
BACK TO YARD	N/A	85440188	N/A	USA
BETHLEHEM LIGHTING	3595553	77192044	3/24/2009	USA
BETHLEHEM LIGHTS SOLUTIONS	3938580	77788522	3/29/2011	USA
BIOCUBE	3314234	78792490	10/16/2007	USA
bottle design w/ green mark	3486715	78892024	8/12/2008	USA
bottle design w/ orange mark	3490840	78894448	8/19/2008	USA
BREEDER'S CHOICE	905228	72356480	12/29/1970	USA
CAT BLISS	3769363	78791573	3/30/2010	USA
CENTRAL AQUATICS	3697184	78834398	10/13/2009	USA
Central Life Sciences & design	3510078	78878694	9/30/2008	USA
COLOR BLOOMS	3735104	77621900	1/5/2010	USA
COLORMAX	2206003	75053349	11/24/1998	USA
COMFORT GRIP	3506118	77202679	9/23/2008	USA
COOKE	1613429	73809197	9/18/1990	USA
CORALIFE	2459471	75927740	6/12/2001	USA
CRITTER CAGE	4018966	85227044	8/30/2011	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
CRITTER CULTURE	3544166	77096879	12/9/2008	USA
DEEP SIX	2747289	78153629	8/5/2003	USA
DOG BLISS	3795052	78791407	5/25/2010	USA
Dog scratching itself design	1911064	74571296	8/15/1995	USA
Dog scratching itself design	1927768	74571295	10/17/1995	USA
EARTH WISE	3419010	77014984	4/29/2008	USA
EARTH WISE PLANT & PLANET IN HARMONY & design	3517004	77036577	10/14/2008	USA
EASY GRO	3020753	78497223	11/29/2005	USA
EASY GRO & design	1368462	73484201	11/5/1985	USA
EASY KILL	3004667	76304196	10/4/2005	USA
ESU REPTILE	2737788	76190287	7/15/2003	USA
EVOLVE	N/A	85359930	N/A	USA
EXCEL GARDEN PRODUCTS	2711922	76229191	4/29/2003	USA
FIRESTRIKE	3370725	78902090	1/15/2008	USA
Fish in circle design	1683768	74137261	4/21/1992	USA
FLEXCHANGE	3628393	77447083	5/26/2009	USA
FLORAMAX	3952200	77954686	4/26/2011	USA
GKI	1927430	74528402	10/17/1995	USA
GKI/BETHLEHEM LIGHTING	2699548	76274965	3/25/2003	USA
Grain Free Simply Natural Just Real, Good Food & design	N/A	85729603	N/A	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
GRANT'S KILLS ANTS	1299237	73425423	10/9/1984	USA
GRANT'S KILLS ANTS & deisgn	3525059	77200892	10/28/2008	USA
GREAT ENTERTAINMENT FOR YOUR YARD	4150745	85073088	5/29/2012	USA
GREEN IT	2142682	75263424	3/10/1998	USA
GREEN YARD. GREEN PLANET.	3680496	77317991	9/8/2009	USA
HERMIE'S CRAB COVE	3111590	78606104	7/4/2006	USA
HOSE 'N GO	1455970	73644637	9/8/1987	USA
HOWARD JOHNSON'S	2125257	75180038	12/30/1997	USA
IMAGE	1422502	73601386	12/30/1986	USA
IRONITE	1525048	73709517	2/21/1989	USA
IRONSAFE	2538366	76304493	2/12/2002	USA
IT'S ALL ABOUT THE FISH	3581018	77068315	2/24/2009	USA
KENT MARINE & design	1872146	74482649	1/10/1995	USA
Lick-Tastic		85729614		USA
LIL' CRITTER	3409054	78762511	4/8/2008	USA
LILLY MILLER	2662338	76304400	12/17/2002	USA
LILLY MILLER & design	3244179	78797564	5/22/2007	USA
MAXIDE	2581835	76266189	6/18/2002	USA
MAXIDE & design	2581834	76265903	6/18/2002	USA
MICROCOP	1347153	73480691	7/9/1985	USA
MIDNIGHT SUN	2373801	75549410	8/1/2000	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
MIKKI	N/A	85519988	N/A	USA
MOSS OUT!	3302236	78891995	10/2/2007	USA
MOUNTAIN STATES	2142660	75261500	3/10/1998	USA
NATURAL BLOOMS	3861908	77828212	10/12/2010	USA
NAUTILUS & design	2692612	76354759	3/4/2003	USA
NEW ENGLAND POTTERY	2842251	76405476	5/18/2004	USA
NEW ENGLAND POTTERY & design	2857269	76405634	6/29/2004	USA
NO WEEDS. NO WORRIES.	3686669	77272474	9/22/2009	USA
NORCAL	2809722	76247377	2/3/2004	USA
NORTHWOODS	2208949	75383880	12/8/1998	USA
NOXALL	1258193	73309401	11/22/1983	USA
NURSERY PRO	1728751	74136281	11/3/1992	USA
OCEANIC	1975939	74593863	5/28/1996	USA
OCEANIC	2903049	76559853	11/16/2004	USA
OCEANIC	2977857	76559854	7/26/2005	USA
OCEANIC	2977858	76559855	7/26/2005	USA
Perks	N/A	85729630	N/A	USA
PERM-O-SNAP	1490060	73669878	5/31/1988	USA
PET BLISS	3801217	78791374	6/8/2010	USA
PET-GUARD	3314541	78869133	10/16/2007	USA
PINNACLE	3707830	77612016	11/10/2009	USA
PONDLIFE	3800923	77749373	6/8/2010	USA
Powerflex		85896880		USA
POWERFLEX	1780782	74235277	7/6/1993	USA
QUIETFLOW	3684243	77557039	9/15/2009	USA
RECOVER	2475996	75162969	8/7/2001	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
REEF READY	1720183	74177574	9/29/1992	USA
Revolving Menu	4361986	85465077	7/2/2013	USA
SELECT CHOICE	2332140	75658141	3/21/2000	USA
SIMPLY NATURAL	2604270	76244461	8/6/2002	USA
SMART BLOOM	N/A	85300203	N/A	USA
SMART FEED	N/A	85300219	N/A	USA
SMART WEED AND FEED	N/A	85300236	N/A	USA
SMART WINTERIZER	N/A	85300246	N/A	USA
SMART WINTERIZER WEED AND FEED	N/A	85300255	N/A	USA
SOLUTIONS	3935121	77788525	3/22/2011	USA
SPECTRAMAX	2186258	75053307	9/1/1998	USA
SPOONIT	1824791	74329479	3/8/1994	USA
START-UP	1820892	74344825	2/15/1994	USA
SUPER RICH	2752009	76365325	8/19/2003	USA
SURE STOP	3071328	76300625	3/21/2006	USA
TREE SEAL & design	566829	71594721	11/18/1952	USA
TROPICAL TREASURES	2051467	74694116	4/8/1997	USA
TURBO-TWIST	3749715	77781029	2/16/2010	USA
TURF MAGIC	3075980	78496591	4/4/2006	USA
TWIST PROOF LAMPS	1977452	74619287	5/28/1996	USA
ULTRAGREEN	1509736	73716447	10/25/1988	USA
ULTRAGREEN	3424535	78866744	5/6/2008	USA



<b>Registered Trademark</b>	<b>Registration No</b>	<b>Serial No</b>	<b>Registration Date</b>	<b>Country</b>
ULTRAGREEN	3758796	77608793	3/9/2010	USA
ULTRAGREEN TEXAS TURF	3732535	77615095	12/29/2009	USA
UNLEASH PURE JOY	3327454	78829098	10/30/2007	USA
VITA-START	1222242	73309377	1/4/1983	USA
WHERE REPTILES RULE	3517099	77068293	10/14/2008	USA
Worry Free	N/A	85464967	N/A	USA
WORRYFREE	2578486	76304401	6/11/2002	USA
ZEROICE	3045906	78524617	1/17/2006	USA
ZILLA	3386521	78768345	2/19/2008	USA
ZILLA	3731833	77194936	12/29/2009	USA
ZOOM	3396570	78979303	3/11/2008	USA