

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMS Trading, LLC		03/25/2016	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	3333 Peachtree Road, NE		
Internal Address:	8th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3945982	BEEFY RODS	
Serial Number:	86438690	BUTCHER TREATS	
Registration Number:	3461896	CADET	
Registration Number:	1471579	CADET	
Registration Number:	1777877	CADET	
Registration Number:	3652274	CHICKEN SKINNER CHEWS	
Registration Number:	2787651	CHOICE CHEWS	
Registration Number:	4013412	CHOICE CHEWS	
Registration Number:	2851999	DENTA-FLOSS	
Registration Number:	3652393	DUCK SKINNER CHEWS	
Registration Number:	4010031	GRILL'UM	
Registration Number:	3341574	GROOVIES	
Registration Number:	3893960	HANDS OFF	
Registration Number:	3836078	HANDS OFF	
Registration Number:	4858996	IMS	
Registration Number:	4877112	IMS PET	
Registration Number:	4884647	IMS PET	
Registration Number:	3940910	LAMB PUFFS	
TRADEMARK			

OP \$640.00 3945982

Property Type	Number	Word Mark
Registration Number:	1690300	PET DISH
Registration Number:	2136535	PET TIME
Registration Number:	3278795	PET TIME
Registration Number:	2148191	PIGGY PUMPERS
Registration Number:	4142077	TRIPLE 3 CHEW
Registration Number:	4342972	TRIPLE CHEW
Registration Number:	3822920	TWISTY BONE

CORRESPONDENCE DATA

Fax Number: 4045818330

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640047
NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	03/30/2016

Total Attachments: 5

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Intellectual Property Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 25, 2016 (this "Agreement"), is made by IMS TRADING, LLC, a Utah limited liability (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 December 5, 2013, as amended by that certain First Amendment to Credit Agreement, dated as of November 3, 2015 (as so amended and as the same may be further 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 December 5, 2013 (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.

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.

IMS Trading, LLC, a Utah limited liability company

By: 

Name: GEORGE A. YUHAS

Title: SECRETARY

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: Angela Leake
Name: Angela Leake
Title: Director

[Central Garden – Subsidiary Guarantors – Trademark Security Agreement]

TRADEMARK
REEL: 005761 FRAME: 0239

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Trademark	Owner	Registration No	Serial No	Registration Date	Country
BEEFY RODS	IMST	3945982	77981293	4/12/2011	USA
BUTCHER TREATS	IMST		86438690		USA
CADET	IMST	3461896	77330066	7/8/2008	USA
CADET	IMST	1471579	73661538	1/5/1988	USA
CADET	IMST	1777877	74240624	6/22/1993	USA
CHICKEN SKINNER CHEWS	IMST	3652274	77447804	7/7/2009	USA
CHOICE CHEWS	IMST	2787651	78149954	11/25/2003	USA
CHOICE CHEWS	IMST	4013412	85027840	8/16/2011	USA
DENTA-FLOSS	IMST	2851999	78193544	6/8/2004	USA
DUCK SKINNER CHEWS	IMST	3652393	77492642	7/7/2009	USA
GRILL 'UM	IMST	4010031	77895519	8/9/2011	USA
GROOVIES	IMST	3341574	78793061	11/20/2007	USA
HANDS OFF	IMST	3893960	85041053	12/21/2010	USA
HANDS OFF	IMST	3836078	77767172	8/17/2010	USA
IMS	IMST	4858996	86600684	11/24/2015	USA
IMS PET	IMST	4877112	86600710	12/29/2015	USA
IMS PET	IMST	4884647	86600701	1/12/2016	USA
LAMB PUFFS	IMST	3940910	85116696	4/5/2011	USA
PET DISH	IMST	1690300	74062951	6/2/1992	USA
PET TIME	IMST	2136535	75014053	2/17/1998	USA
PET TIME	IMST	3278795	77025530	8/14/2007	USA
PIGGY PUMPERS	IMST	2148191	75085849	3/31/1998	USA
TRIPLE 3 CHEW	IMST	4142077	85419863	5/15/2012	USA
TRIPLE CHEW	IMST	4342972	85169339	5/28/2013	USA
TWISTY BONE	IMST	3822920	77728955	7/20/2010	USA

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.