

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM696559

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A.E. McKenzie Co. ULC		12/16/2021	Corporation: BRITISH COLUMBIA
Arden Companies, LLC		12/16/2021	Limited Liability Company: MICHIGAN
C & S Products Co., Inc.		12/16/2021	Corporation: IOWA
Central Garden & Pet Company		12/16/2021	Corporation: DELAWARE
Farnam Companies, Inc.		12/16/2021	Corporation: ARIZONA
Four Paws Products, Ltd.		12/16/2021	Corporation: NEW YORK
Hydro-Organics Wholesale		12/16/2021	Corporation: CALIFORNIA
IMS Trading, LLC		12/16/2021	Limited Liability Company: UTAH
K&H Manufacturing, LLC		12/16/2021	Limited Liability Company: DELAWARE
Kaytee Products Incorporated		12/16/2021	Corporation: WISCONSIN
Pennington Seed, Inc.		12/16/2021	Corporation: DELAWARE
Pets International, Ltd.		12/16/2021	Corporation: ILLINOIS
Segrest, Inc.		12/16/2021	Corporation: DELAWARE
T.F.H. Publications, Inc.		12/16/2021	Corporation: DELAWARE
Wellmark International		12/16/2021	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Truist Bank, as Administrative Agent for the Secured Parties
<b>Street Address:</b>	3333 Peachtree Road
<b>Internal Address:</b>	7th Floor- South Tower
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	Banking Corporation: NORTH CAROLINA

## PROPERTY NUMBERS Total: 142

Property Type	Number	Word Mark
Registration Number:	1228674	THE GARDEN CORNER

Property Type	Number	Word Mark
Registration Number:	5461922	ARDEN COMPANIES
Registration Number:	4317821	"IT'S NOT JUST A CHICKEN, IT'S A PET!"
Registration Number:	5309301	SQUIRRELOG
Registration Number:	5504438	"IT'S TURKEY TIME"
Registration Number:	5580853	AMDRO
Registration Number:	5667562	AMDRO
Registration Number:	3303606	BEST BUDDY BONES
Registration Number:	5634645	BUCKET BOOSTER
Registration Number:	6441398	CENTRAL PET HOME ESSENTIALS
Registration Number:	2980477	COOKIE NIBBLERS
Registration Number:	1671141	COZY PET
Registration Number:	6396997	EXCLUSIVELY DOG
Registration Number:	4379492	EXCLUSIVELY DOG
Registration Number:	5504437	FIDO'S FOOD TRUCK TREATS ON WHEELS
Registration Number:	2763335	FISH MART
Registration Number:	1713771	GULF STREAM
Registration Number:	1713438	HARBOR MASTER
Registration Number:	5242873	ISLAND
Registration Number:	5029663	KENT MARINE
Registration Number:	4461182	LICKORISH CHEWS
Registration Number:	5375712	NEO GLOW
Registration Number:	4809681	OPTIBRIGHT
Registration Number:	6289770	PET PROGRESSIONS
Registration Number:	6289771	PET PROGRESSIONS
Registration Number:	1784159	POOCH PILLOW
Registration Number:	2140147	REPTARIUM
Registration Number:	6081356	REVITANEW
Registration Number:	3450018	SOFT SPOT
Registration Number:	3202499	SOFTRAY
Registration Number:	1916491	SWEET DREAMS
Registration Number:	1671769	THE WAG BAG
Registration Number:	6159209	WELLPLEX
Registration Number:	4608754	ZILLA
Registration Number:	4608579	ZILLA
Registration Number:	4684365	BIO SPOT ACTIVE CARE
Registration Number:	5681957	COMFORT ZONE
Registration Number:	5510023	COMFORT ZONE
Registration Number:	5521188	COMPLETE COMFORT

Property Type	Number	Word Mark
Registration Number:	5638574	DUAL DEFENSE
Registration Number:	5930708	EQUIVEIL
Registration Number:	6190180	FENCARE
Registration Number:	5433741	GRAND CHAMPION
Registration Number:	6039002	PYRANTEL CARE
Registration Number:	6049382	EARTH'S FINEST
Registration Number:	6392982	HEALTHY PROMISE
Registration Number:	5992564	INSTA-RISE
Registration Number:	6049446	PREMIUM PATCH
Registration Number:	5868839	FARM TO PAWS
Registration Number:	5646524	CREATIVE SOLUTIONS BY K&H PET PRODUCTS
Registration Number:	5630863	K&H PET PRODUCTS
Registration Number:	5630864	K&H PET PRODUCTS
Registration Number:	5528931	KITTY TIPPY
Registration Number:	4947183	FEELING GROOVY
Registration Number:	6119350	FOOD FROM THE WILD
Registration Number:	4745091	FORTI-BERRIES
Registration Number:	5183103	FROZEN FUN
Registration Number:	4933452	IT'S A FUN WORLD
Registration Number:	6381341	OPEN LIVING
Registration Number:	6043940	WILD REFUGE
Registration Number:	4942888	COVER STAR
Registration Number:	6380502	FARM CARE
Registration Number:	5014069	FIELD GUARD
Registration Number:	5903521	IRON GREEN
Registration Number:	5903520	IRON RITE
Registration Number:	5077241	PAN-BUSTER
Registration Number:	5129810	SELECT PLOT
Registration Number:	4869805	SMART SEED
Registration Number:	4942887	YIELDUP
Registration Number:	5136935	SILENT SPINNER
Registration Number:	2666578	QUALITY PETS
Registration Number:	6065172	REPTIFEAST
Registration Number:	6065207	REPTIFEAST
Registration Number:	5436799	SEGREST FARMS
Registration Number:	5968311	BARKIMALS
Registration Number:	4819734	BUILT STRONG CHEWS LONG
Registration Number:	4761719	BUILT STRONG PLAYS LONG

Property Type	Number	Word Mark
Registration Number:	6043887	FETCH-A-BOUNCE
Registration Number:	5537280	FILL IT LICK IT CHEW IT
Registration Number:	6043704	FLING-A-BOUNCE
Registration Number:	5699411	FOOZIES!
Registration Number:	5376855	MR. MARVIN
Registration Number:	5445032	MR. MARVIN
Registration Number:	4757252	NYLACONE
Registration Number:	4757251	NYLAFLEX
Registration Number:	5946128	RING THING
Registration Number:	6114140	SMART HIDE
Registration Number:	5698726	CYANAROX
Registration Number:	3986575	ENVINCIO
Registration Number:	3986576	ENVINCIO
Registration Number:	4207214	ESSENTRIA
Registration Number:	5537366	LAVA-LOR
Registration Number:	594721	NOXFISH
Registration Number:	5949237	NUSYN-NOXFISH
Registration Number:	1274034	PBO-8
Registration Number:	830448	PRENTOX
Registration Number:	3236263	WELLMARK
Serial Number:	88876284	CENTRAL BRANDS
Serial Number:	88876287	CENTRAL BRANDS
Serial Number:	88876288	CENTRAL BRANDS
Serial Number:	88876289	CENTRAL BRANDS
Serial Number:	88876285	CENTRAL BRANDS
Serial Number:	90645286	NONI-AID
Serial Number:	90782506	PROSCRAPER 3.0
Serial Number:	88065001	SPECTRAMAX
Serial Number:	90782536	TWIST & CLICK
Serial Number:	90782550	TWIST AND CLICK
Serial Number:	90354558	COMFORT ZONE
Serial Number:	90354636	COMFORT ZONE
Serial Number:	90108955	DUOCARE
Serial Number:	90840939	GET GOOD
Serial Number:	90840971	GET GOOD
Serial Number:	90840994	GET GOOD
Serial Number:	90841028	GET GOOD
Serial Number:	90169146	OPTICALM

Property Type	Number	Word Mark
Serial Number:	90005976	SCIFLY
Serial Number:	90841060	EARTH JUICE
Serial Number:	88671698	NATURE'S SANCTUARY
Serial Number:	90181388	PELLET-RITION
Serial Number:	97132410	SEED FUEL
Serial Number:	88141389	SEEDFUEL
Serial Number:	90165430	SUPER PET GUINEA PIG
Serial Number:	97040147	ALPHAWORM
Serial Number:	88338113	AQUAFEAST
Serial Number:	88338136	AQUAFEAST
Serial Number:	88846846	COPANION
Serial Number:	88262579	REPTIFEAST
Serial Number:	88859191	SUPER COPANION
Serial Number:	90460976	BO-BOL
Serial Number:	88011700	CHEWTASTICS
Serial Number:	90450174	CRAZY STICK
Serial Number:	90450214	C-SHUU
Serial Number:	90450205	REXII
Serial Number:	90461015	SPRINGA
Serial Number:	90461000	TUUG
Serial Number:	90447263	ANTACK
Serial Number:	97132499	DURASTRIKE
Serial Number:	97004004	EXHALT
Serial Number:	88696255	GRAVISTA
Serial Number:	90450228	INSELUX
Serial Number:	90488968	STARBAR RED VIVAL
Serial Number:	90554424	STRIKEDOWN

**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: 404-581-8136

Email: mtydir@jonesday.com

Correspondent Name: Michael P. Tydir, Jones Day

Address Line 1: 1221 Peachtree Street, NE

Address Line 2: Suite 400

Address Line 4: Atlanta, GEORGIA 30361

**NAME OF SUBMITTER:**

Michael P. Tydir

<b>SIGNATURE:</b>	/Michael P. Tydir/
<b>DATE SIGNED:</b>	12/21/2021
<b>Total Attachments: 14</b> source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page1.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page2.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page3.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page4.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page5.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page6.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page7.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page8.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page9.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page10.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page11.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page12.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page13.tif source=Truist_Central Garden -- Trademark Security Agreement (2021 AR) (Executed) (003)#page14.tif	

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of December 16, 2021 (this "Agreement"), is made by EACH OF THE UNDERSIGNED GRANTORS (collectively, the "Grantors" and each individually, a "Grantor"), in favor of TRUIST 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**, each Grantor and certain of its Affiliates, the lenders from time to time parties thereto (the "Lenders"), the Issuing Banks party thereto and the Administrative Agent have entered into a Third Amended and Restated Credit Agreement, dated as of December 16, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, each Grantor and certain of its Affiliates have entered into the Second Amended and Restated Security Agreement, dated as of December 16, 2021 (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 each Grantor to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each 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.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the ratable benefit of the Secured Parties, and grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in and Lien on all right, title and interest of such Grantor 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 such 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 each 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. Grantors Remain Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

**SECTION 6. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof.



IN WITNESS WHEREOF, each 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.

GRANTORS:

A.E. MCKENZIE CO. ULC  
ARDEN COMPANIES, LLC  
C & S PRODUCTS CO., INC.  
CENTRAL GARDEN & PET COMPANY  
FARNAM COMPANIES, INC.  
FOUR PAWS PRODUCTS, LTD.  
HYDRO-ORGANICS WHOLESALE  
IMS TRADING, LLC  
K&H MANUFACTURING, LLC  
KAYTEE PRODUCTS INCORPORATED  
PENNINGTON SEED, INC.  
PETS INTERNATIONAL, LTD.  
SEGREST, INC.  
T.F.H. PUBLICATIONS, INC.  
WELLMARK INTERNATIONAL

By: 


Name: George A. Yuhas

Title: Secretary

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: 

Name: Stephen Metts

Title: Director

[CENTRAL GARDEN -- TRADEMARK SECURITY AGREEMENT]