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		04/07/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, National Association, as Administrative Agent
Street Address:	10 S. Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	977092	ALASKA
Registration Number:	1167999	AMDRO
Serial Number:	76497486	AMERICA'S AUTHORITY ON FIRE ANTS
Serial Number:	76304195	ARMADA
Registration Number:	1474664	ATLAS
Serial Number:	76303832	BITOXINOL
Serial Number:	75296658	CIVIC PRIDE
Registration Number:	1613429	COOKE
Registration Number:	2256323	
Registration Number:	2279231	
Registration Number:	2215806	
Registration Number:	2158795	
Registration Number:	1368462	EASY GRO
Registration Number:	3004667	EASY KILL

CH $1590.00 977092

Serial Number:	76300626	EASYGONE
Registration Number:	2711922	EXCEL GARDEN PRODUCTS
Registration Number:	2045716	FEED & SHIELD
Serial Number:	76303831	GARDENIZER
Registration Number:	2142682	GREEN IT
Registration Number:	2053406	GREEN TOUCH
Registration Number:	2048152	GREEN TOUCH
Serial Number:	76497175	GREEN TOUCH
Registration Number:	1843999	GROW SMART
Registration Number:	2492143	HORIZON
Registration Number:	2295053	HORIZON
Registration Number:	1455970	HOSE 'N GO
Registration Number:	1422502	IMAGE
Registration Number:	2536767	I-PAR
Registration Number:	2538366	IRONSAFE
Registration Number:	2287117	ISLAND
Registration Number:	1872146	KENT MARINE
Registration Number:	2645554	LILLY MILLER
Registration Number:	2662338	LILLY MILLER
Registration Number:	2735951	LILLY'S FAST BLOOMERS
Registration Number:	1651614	MASTERTURF
Registration Number:	2581835	MAXIDE
Registration Number:	2581834	MAXIDE
Registration Number:	1347153	MICROCOP
Registration Number:	2373801	MIDNIGHT SUN
Registration Number:	2142660	MOUNTAIN STATES
Registration Number:	2062090	NATURAL BLOOM
Registration Number:	2024690	NATURAL START
Registration Number:	2692612	NAUTILUS
Registration Number:	2579412	NEIGHBORHOOD PET PROFESSIONALS
Registration Number:	2589050	NEIGHBORHOOD PET PROFESSIONALS
Registration Number:	2208949	NORTHWOODS
Registration Number:	1258193	NOXALL
Serial Number:	75754610	PLANTER GUARD
Registration Number:	2215889	POLAR THAW

Registration Number:	2475996	RECOVER
Registration Number:	1951634	ROSE SOCIETY
Serial Number:	76285198	SAME DAY
Registration Number:	1820892	START-UP
Registration Number:	2752009	SUPER RICH
Registration Number:	3071328	SURE STOP
Serial Number:	76497487	THE FIRE ANT EXTINGUISHER
Registration Number:	2187538	TIMELESS TERRECOTTE
Registration Number:	2087214	TIMELESS TERRECOTTE ONE WORLD CONCEPTS IN PLANTERWARE
Registration Number:	1509736	ULTRAGREEN
Registration Number:	2063637	ULTRALIME
Registration Number:	1222242	VITA-START
Registration Number:	1244123	WHACK
Registration Number:	2578486	WORRYFREE

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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

ATTORNEY DOCKET NUMBER:	36084-35570
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	04/12/2006

Total Attachments: 5

source=JPMorgan - Trademarks - Central Garden & Pet Company 2006_04_10_16_21_05#page1.tif

source=JPMorgan - Trademarks - Central Garden & Pet Company 2006_04_10_16_21_05#page2.tif

source=JPMorgan - Trademarks - Central Garden & Pet Company 2006_04_10_16_21_05#page3.tif

source=JPMorgan - Trademarks - Central Garden & Pet Company 2006_04_10_16_21_05#page4.tif

source=JPMorgan - Trademarks - Central Garden & Pet Company 2006_04_10_16_21_05#page5.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 April 7, 2006 by and from CENTRAL GARDEN & PET COMPANY, a Delaware corporation (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 "Company") (together with certain Subsidiaries of the Company from time to time parties thereto as borrowers and the 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 Company, 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 Company, the Grantor and certain Subsidiaries of the Company have entered into a Trademark Security Agreement dated February 28, 2006 (as may be amended, restated, supplemented or otherwise modified from time to time, the ("Trademark 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 Trademark 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 Trademark 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 Trademark Security Agreement, the provisions of the Trademark 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.

CENTRAL GARDEN & PET COMPANY

By: _____

Name: Stuart W. Booth

Title: Executive Vice President, Chief Financial Officer and Secretary

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

On April 7, 2006, before me, JoAnn Jonte, Notary Public, personally appeared Stuart W. Booth, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary Public

JOANN JONTE
COMM #1562049
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
Comm. Exp. APRIL 18, 2009

(Notary Seal)

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

Mark	Reg. No./ Serial No.	Issue Date
ALASKA	977092	1/22/1974
AMDRO	1167999	9/8/1981
AMERICA'S AUTHORITY ON FIRE ANTS	SN 76/497486	PENDING
ARMADA	SN 76/304195	ABANDONED
ATLAS	1474664	2/2/1988
BITOXINOL	SN 76/303832	ABANDONED
CIVIC PRIDE	SN 75/296658	ABANDONED
COOKE	1613429	9/18/1990
DESIGN ONLY	2256323	6/29/1999
DESIGN ONLY	2279231	9/21/1999
DESIGN ONLY	2215806	1/5/1999
DESIGN ONLY	2158795	5/19/1998
EASY GRO and Design	1368462	11/5/1985
EASY KILL	3004667	10/4/2005
EASYGONE	SN 76/300626	PENDING
EXCEL GARDEN PRODUCTS	2711922	4/29/2003
FEED & SHIELD	2045716	3/18/1997
GARDENIZER	SN 76/303831	ABANDONED
GREEN IT	2142682	3/10/1998
GREEN TOUCH	2053406	4/15/1997
GREEN TOUCH	2048152	3/25/1997
GREEN TOUCH	SN 76/497175	ABANDONED
GROW SMART	1843999	5/25/1993
HORIZON	2492143	9/25/2001
HORIZON	2295053	11/30/1999
HOSE N' GO	1455970	9/8/1987
IMAGE	1422502	12/30/1986
I-PAR	2536767	2/5/2002
IRONSAFE	2538366	2/12/2002
ISLAND	2287117	10/19/1999
KENT MARINE	1872146	1/10/1995
LILLY MILLER	2645554	11/5/2002
LILLY MILLER	2662338	12/17/2002
LILLY'S FAST BLOOMERS	2735951	7/15/2003
MASTERTURF	1651614	7/23/1991
MAXIDE	2581835	6/18/2002
MAXIDE and Design	2581834	6/18/2002
MICROCOP	1347153	7/9/1985

Exhibit A

Mark	Reg. No./ Serial No.	Issue Date
MIDNIGHT SUN	2373801	8/01/2000
MOUNTAIN STATES	2142660	3/10/1998
NATURAL BLOOM	2062090	5/13/1997
NATURAL START	2024690	12/17/1996
NAUTILUS	2692612	3/4/2003
NEIGHBORHOOD PET PROFESSIONALS and Design	2579412	6/11/2002
NEIGHBORHOOD PET PROFESSIONALS and Design	2589050	7/2/2002
NORTHWOODS	2208949	12/8/1998
NOXALL	1258193	11/22/1983
PLANTER GUARD	SN 75/754610	ABANDONED
POLAR THAW	2215889	1/5/1999
RECOVER	2475996	8/7/2001
ROSE SOCIETY	1951634	1/23/1996
SAME DAY	SN 76/285198	ABANDONED
START-UP	1820892	2/15/1994
SUPER RICH	2752009	8/19/2003
SURE STOP	3071328	3/21/2006
THE FIRE ANT EXTINGUISHER	SN 76/497487	PENDING
TIMELESS TERRECOTTE	2187538	9/8/1998
TIMELESS TERRECOTTE ONE WORLD CONCEPTS IN PLANTERWARE and Design	2087214	8/12/1997
ULTRAGREEN	1509736	10/25/1988
ULTRALIME	2063637	5/20/1997
VITA-START	1222242	1/4/1983
WHACK	1244123	7/5/1983
WORRYFREE	2578486	6/11/2002