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
Four Paws Products, Ltd.		04/07/2006	CORPORATION: NEW YORK

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: 73

Property Type	Number	Word Mark
Registration Number:	1340721	ALL THAT GLITTERS
Registration Number:	1545860	BITTER LIME
Registration Number:	2054041	BREATH TREAT
Registration Number:	1728819	BUNNY BATH
Registration Number:	1746722	CRYSTAL EYE
Registration Number:	2376289	DOGGIE DOO BAGS
Registration Number:	2674915	FAST WRAP
Registration Number:	1907005	FEATHER BRITE
Registration Number:	1990506	FERRET COAT
Registration Number:	1485917	FERRET GLOW
Registration Number:	2183551	FLASHY PANTS
Registration Number:	1733112	FLEA CATCHER
Serial Number:	75754542	FLEX CABLE
Registration Number:	1420727	FOUR PAWS

CH $1840.00 1340721

Registration Number:	1353554	FOUR PAWS
Registration Number:	1419662	FOUR PAWS
Registration Number:	0925222	FOUR PAWS
Serial Number:	76431946	FOUR PAWS DINING
Registration Number:	1331556	FRESH ESSENCE
Registration Number:	1483490	GOOD 'N PLENTY
Registration Number:	1024004	GOOD-BY TANGLES
Registration Number:	2258848	GROOMER'S DREAM
Registration Number:	1797036	GROOMER'S TOUCH
Registration Number:	1721448	HAND GUARD
Serial Number:	76110292	IT'S IN THE BAG
Registration Number:	1869211	JODI
Serial Number:	76364007	K-9 KEEPER SLEEPER
Serial Number:	76230256	K-9 KEEPER
Registration Number:	1432661	KEEP OFF
Registration Number:	2638910	KITTY ROLLER DERBY
Registration Number:	2485089	KITTY ROLLER RINK
Registration Number:	1650290	KITTYCAT GRASS
Serial Number:	75826037	KWIK PIK
Serial Number:	75722514	LICKIN' GOOD
Registration Number:	2001517	LOVE GLOVE
Registration Number:	0973591	MAGIC COAT
Registration Number:	2348097	MAGIC PET HAIR REMOVER
Registration Number:	1217264	MIRACLE MALT
Registration Number:	1335527	MP DURA-BRAID MUSTANG PRODUCTS, INC.
Registration Number:	1335528	MP SOFTWEAVE MUSTANG PRODUCTS, INC.
Registration Number:	1727384	NATURE'S HEAT
Registration Number:	1879467	NATURE'S RAIN
Registration Number:	1925022	NATURE'S REPTILE VITA-SPRAY
Registration Number:	1908470	NATUREBARK
Registration Number:	2380026	NATUREBED
Registration Number:	2335461	NIGHT FLASHER
Registration Number:	1822770	NO-PULL
Registration Number:	1572835	PEE PEE PADS
Registration Number:	1759420	PET AID

Registration Number:	1822025	PET SELECT
Registration Number:	2253053	QUICK & EASY
Registration Number:	1729364	QUICK-FIT
Registration Number:	2116307	REPTI-SCOOP
Registration Number:	1737969	RING AROUND THE TREE
Registration Number:	1318896	ROAM-ABOUT
Registration Number:	2279391	ROUGH & RUGGED
Registration Number:	2294695	RUFF N RUGGED
Serial Number:	76332523	SAFETY SEAT SUPPORT HARNESS
Registration Number:	1393810	SHED 'N BLADE
Registration Number:	1540549	SILVER TOUCH
Registration Number:	1904471	SMOOTH TOUCH
Registration Number:	1023029	SOFT'N SILKY
Registration Number:	1612600	SUPER CATNIP
Registration Number:	1519416	SUPER CATNIP
Registration Number:	2260553	TANIUM
Registration Number:	1540550	TENDER TOUCH
Registration Number:	1940882	THE ALLEN SCOOPER
Registration Number:	1124832	THE PROTECTOR
Registration Number:	2591117	ULTIMATE TOUCH
Registration Number:	1800127	ULTRA COMB
Registration Number:	1856527	VITA-SPRAY
Registration Number:	2620686	WALK ABOUT
Registration Number:	1492254	WEE-WEE PADS

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

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ATTORNEY DOCKET NUMBER:	36084-35770
NAME OF SUBMITTER:	Dusan Clark

Signature:	/Dusan Clark/
Date:	04/13/2006

Total Attachments: 7
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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 FOUR PAWS PRODUCTS, LTD., a New York 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.

FOUR PAWS PRODUCTS, LTD.

By: .....

Name: Stuart W. Booth

Title: 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.

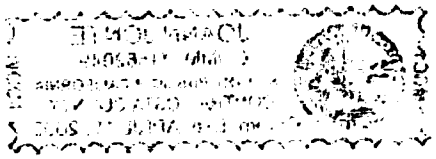
WITNESS my hand and official seal.

JoAnn Jonte

.....
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.	Issue Date
ALL THAT GLITTERS (Stylized Letters)	1340721	06/11/1985
BITTER LIME	1545860	06/27/1989
BREATH TREAT	20545041	04/22/1997
BUNNY BATH	1728819	11/03/1992
CRYSTAL EYE	1746722	01/19/1993
DOGGIE DOO BAGS	2376289	08/08/2000
FAST WRAP	2674915	01/14/2003
FEATHER BRITE	1907005	07/25/1995
FERRET COAT	1990506	07/30/1996
FERRET GLOW	1485917	04/26/1988
FLASHY PANTS	2183551	05/25/1998
FLEA CATCHER	1733112	11/17/1992
FLEX CABLE	SN 75754542	07/19/1999
FOUR PAWS	1420727	12/16/1986
FOUR PAWS	1353554	08/13/1985
FOUR PAWS and Design	1419662	12/09/1986
FOUR PAWS and Design	0925222	12/07/1971
FOUR PAWS DINING	SN 76431946	07/18/2002
FRESH ESSENCE	1331556	04/23/1985
GOOD N' PLENTY	1483490	04/05/1988
GOOD-BY TANGLES	1024004	10/28/1975

Mark	Reg. No.	Issue Date
GROOMER'S DREAM	2258848	07/06/1999
GROOMER'S TOUCH	1797036	10/05/1993
HAND GUARD	1721448	10/06/1992
IT'S IN THE BAG	SN 76110292	08/16/2000
JODI	1869211	12/27/1994
K-9 KEEPER SLEEPER	SN 76364007	01/25/2002
K-9 KEEPER	SN 76230256	03/22/2001
KEEP OFF	1432661	03/17/1987
KITTY ROLLER DERBY	2638910	10/22/2002
KITTY ROLLER RINK	2485089	09/04/2001
KITTYCAT GRASS	1650290	07/09/1991
KWIK PIK	SN 75826037	10/15/1999
LICKIN' GOOD	SN 75722514	06/09/1999
LOVE GLOVE	2001517	09/17/1996
MAGIC COAT	0973591	11/20/1973
MAGIC PET HAIR REMOVER	2348097	05/09/2000
MIRACLE MALT	1217264	11/23/1982
MP DURA-BRAID MUSTANG PRODUCTS, INC. and Design	1335527	05/14/1985
MP SOFTWEAVE MUSTANG PRODUCTS, INC. and Design	1335528	05/14/1985
NATURE'S HEAT	1727384	10/27/1992
NATURE'S RAIN	1879467	02/21/1995
NATURE'S REPTILE VITA SPRAY	1925022	10/10/1995

Mark	Reg. No.	Issue Date
NATUREBARK	1908470	08/01/1995
NATUREBED	2380026	08/22/2000
NIGHT FLASHER	2335461	03/28/2000
NO-PULL	1822770	02/22/1994
PEE PEE PADS	1572835	12/26/1989
PET AID	1759420	03/23/1993
PET SELECT	1822025	02/15/1994
QUICK & EASY	2253053	06/15/1999
QUICK-FIT	1729364	11/03/1992
REPTI-SCOOP	2116307	11/25/1997
RING AROUND THE TREE	1737969	12/08/1992
ROAM-ABOUT	1318896	02/12/1985
ROUGH & RUGGED	2279391	09/21/1999
RUFF N RUGGED	2294695	11/23/1999
SAFETY SEAT SUPPORT HARNESS	SN 76332523	10/29/2001
SHED 'N BLADE	1393810	05/20/1986
SILVER TOUCH	1540549	05/23/1989
SMOOTH TOUCH	1904471	07/11/1995
SOFT 'N SILKY	1023029	10/21/1975
SUPER CATNIP	1612600	09/11/1990
SUPER CATNIP	1519416	01/03/1989
TANIUM	2260553	07/13/1999
TENDER TOUCH	1540550	05/23/1989
THE ALLEN SCOOPER	1940882	12/12/1995
THE PROTECTOR	1124832	09/11/1979

Mark	Reg. No.	Issue Date
ULTIMATE TOUCH	2591117	07/09/2002
ULTRA COMB	1800127	10/19/1993
VITA-SPRAY	1856527	10/04/1994
WALK ABOUT	2620686	09/17/2002
WEE-WEE PADS	1492254	06/14/1988