

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Grant Laboratories, Inc. | | 04/07/2006 | CORPORATION: CALIFORNIA |
| 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: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1562967 | | |
| Registration Number: | 1299237 | GRANT'S KILLS ANTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)981-3400 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| 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/ | | |

CH \$65.00 1562967

Date:

04/13/2006

Total Attachments: 4

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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 GRANT LABORATORIES, INC., a California 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.

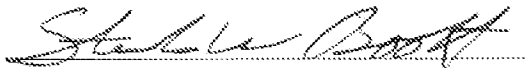
2) The Security Interest.

(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.

GRANT LABORATORIES, INC.

By: 

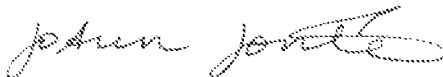
Name: Stuart W. Booth

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.

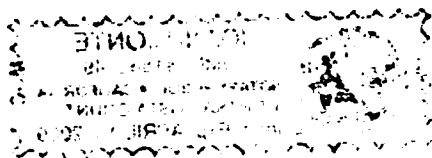
WITNESS my hand and official seal.



Signature of Notary Public



(Notary Seal)



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

| Mark | Reg. No. | Issue Date |
|--------------------|----------|------------|
| DESIGN ONLY | 1562967 | 10/31/1989 |
| GRANT'S KILLS ANTS | 1299237 | 10/09/1984 |

Exhibit A