

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
T.F.H. Publications, Inc.	04/07/2006

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

PROPERTY NUMBERS Total: 63

Property Type	Number
Patent Number:	5827565
Patent Number:	5941197
Patent Number:	6056991
Patent Number:	6086940
Patent Number:	6093441
Patent Number:	6093427
Patent Number:	6110521
Patent Number:	6126978
Patent Number:	D433778
Patent Number:	6180161
Patent Number:	6067941
Patent Number:	6131534
Patent Number:	6159516
Patent Number:	6200616
Patent Number:	6274182

PATENT

500093250

REEL: 017448 FRAME: 0622

CH \$2520.00 5827565

Patent Number:	6098571
Patent Number:	5950568
Patent Number:	5765249
Patent Number:	D407868
Patent Number:	D462487
Patent Number:	4420282
Patent Number:	4505629
Patent Number:	D310691
Patent Number:	D337398
Patent Number:	D388266
Patent Number:	5339771
Patent Number:	5263436
Patent Number:	D376449
Patent Number:	D358007
Patent Number:	4771733
Patent Number:	4674444
Patent Number:	5200212
Patent Number:	5240720
Patent Number:	D343262
Patent Number:	5128153
Patent Number:	5110156
Patent Number:	4091487
Patent Number:	5509992
Patent Number:	5476069
Patent Number:	3871334
Patent Number:	5249828
Patent Number:	4924811
Patent Number:	4919083
Patent Number:	5066482
Patent Number:	4469675
Patent Number:	4795640
Patent Number:	4908977
Patent Number:	4997642
Patent Number:	4999346
Patent Number:	5046280

Patent Number:	5150541
Patent Number:	5152096
Patent Number:	5396730
Patent Number:	5399344
Patent Number:	D365392
Patent Number:	5747054
Patent Number:	5775026
Application Number:	29140220
Application Number:	09793799
Application Number:	10039549
Application Number:	10390125
Application Number:	10419369
Application Number:	09767614

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	36084-35570
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NAME OF SUBMITTER:	Dusan Clark
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Total Attachments: 7

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the "Confirmatory Grant") is made effective as of April 7, 2006 by and from T.F.H. PUBLICATIONS, INC., 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 Patent Security Agreement dated February 28, 2006 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement")

WHEREAS, the Grantor owns the patents (the "Patents") listed on Exhibit A attached hereto, which Patents are issued or pending 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 Patent 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 Patent 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 Patent Security Agreement, the provisions of the Patent 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 Patents 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 Patents 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 Patents, (3) the goodwill associated with such Patents, and (4) all causes of action arising prior to or after the date hereof for infringement of the Patents 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.

T.F.H. PUBLICATIONS, INC.

By: Stuart W. Booth

Name: Stuart W. Booth

Title: Senior Vice President 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



(Notary Seal)

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

Title	Patent No./App. No.	Issue Date/Filing Date
UTILITY: C/PROCESS FOR MAKING AN EDIBLE DOG CHEW	5827565	10/27/1998
UTILITY: CM/CARROT-BASED DOG CHEW	5941197	08/24/1999
UTILITY: C/TURKEY AND RICE DOG CHEW WITH MODIFIABLE TEXTURE	6056991	05/02/2000
UTILITY: C/HIGH STARCH CONTENT DOG CHEW	6086940	07/11/2000
UTILITY: C/HEAT MODIFIABLE PEANUT DOG CHEW	6093441	07/25/2000
UTILITY: C/VEGETABLE-BASED DOG CHEW	6093427	07/25/2000
UTILITY: C/WHEAT AND CASEIN DOG CHEW WITH MODIFIABLE TEXTURE	6110521	08/29/2000
UTILITY: C/EDIBLE DOG CHEW	6126978	10/03/2000
DESIGN: D/BONE-STIMULATING DOG CHEW TOY	D433778	11/14/2000
UTILITY: C/HEAT MODIFIABLE EDIBLE DOG CHEW	6180161	01/30/01
UTILITY: M/ANIMAL CHEW	6067941	05/30/2000
UTILITY: M/PET CARRIER	6131534	10/17/2000
UTILITY: C/METHOD OF MOLDING EDIBLE STARCH	6159516	12/12/2000
UTILITY: C/ANIMAL CHEW	6200616	12/13/2001

Exhibit A

PATENT
REEL: 017448 FRAME: 0627

Title	Patent No./App. No.	Issue Date/Filing Date
UTILITY: C/ANIMAL CHEW	6274182	08/14/2001
UTILITY: M/ANIMAL TREAT DISPENSING TOY	6098571	08/08/2000
UTILITY: M/FOLDABLE/COLLAPSIBLE STRUCTURE	5950568	09/14/1999
UTILITY: M/TOOTHBRUSH FOR CLEANING THE TEETH OF A DOMESTIC ANIMAL	5765249	06/16/1998
DESIGN: D/DOG CHEW TOY	D407868	04/06/1999
CHEW TOY FOR DOGS	D462487	04/13/2001
METHOD FOR BINDING BOOKS	4420282	12/13/1983
BOOK BINDING MACHINE	4505629	03/19/1985
AERIAL TOY	D310691	09/18/1990
DOG TOY	D337398	07/13/1993
BOOK DISPLAY STAND	D388266	12/30/1997
ANIMAL CHEW TOY CONTAINING ANIMAL MEAT	5339771	
BONE SHAPED THERAPEUTIC DEVICE FOR DOGS	5263436	
CHEW TOY FOR DOGS	D376449	
CHEW TOY FOR DOGS	D358007	
CHEWABLE OBJECT HAVING FLAVOR OR ODOR EXTRACT INCORPORATED THEREIN	4771733	
CHEWING TOYS FOR DOGS AND PREPARATION THEREOF	4674444	

Title	Patent No./App. No.	Issue Date/Filing Date
DOG CHEW WITH MODIFIABLE TEXTURE (CHOOZ)	5200212	
DOG CHEW WITH MODIFIABLE TEXTURE (POULTRY PROTEIN)	5240720	
DOG TOY	D343262	
FISH FOOD PELLET & METHOD OF FEEDING FISH	5128153	
LITHOGRAPHIC PRINT & METHOD	5110156	
METHOD FOR BINDING BOOKS	4091487	
METHOD OF MANUFACTURING A LITHOGRAPHICALLY PRINTED PRODUCT	5509992	
MOLDED RAWHIDE CHEW TOY	5476069	
PET TOY	3871334	
PRINTED PRODUCT & METHOD OF MANUFACTURE	5249828	
THERAPEUTIC DEVICE FOR CLEANING THE TEETH OF DOGS	4924811	
THROWABLE PET TOY	4919083	
S-HYD ROPRENE AGAINST COCKROACHES	5066482	01/22/1980
OIL-IN WATER FORMULATION	4469675	12/02/1982
OIL-IN WATER FORMULATION OF PROPETAMPHIOS	4795640	01/03/1989
DEVICE FOR KILLING ARTHROIDS	4908977	03/20/1990

Title	Patent No./App. No.	Issue Date/Filing Date
STABLE OIL-IN-WATER DISPERSIONS	4997642	03/05/1991
MIXTURE OF HYDROPRENE AND PROPETAMPHOS FOR THE CONTROL OF COCKROACHES	4999346	03/12/1991
DEVICE FOR KILLING INSECTS	5046280	09/10/1991
DEVICE FOR KILLING INSECTS	5150541	09/29/1992
ANT BAIT STATION	5152096	10/06/1992
POINT SOURCE INSECTICIDE DISPENSER	5396730	03/14/1995
SYNERGISTIC FLY ATTRACTANT	5399344	03/21/1995
POINT SOURCE DESIGN	D365392	12/19/1995
GYPSUM BRIQUETTES	5.747.054	05/05/1998
NITHIAZINE BAIT STATION	5.775.026	07/07/1998
CHEW TOY		10/20/1998
CHEW TOY FOR DOGS	29/140.220	04/13/2001
HEALTH CHEW TOY	09/793.799	02/23/2001
IMPROVED ANIMAL CHEW (FRUIT CHIP)		08/21/1998
IMPROVED EDIBLE DOG CHEW		08/21/1998
INJECTION MOLDING DRIED FRUIT CHIPS (99.01)		02/02/1999
MOLDED ANIMAL CHEW TOYS WITH REALISTIC APPEARANCE	20030087008	5/8/2003
RADIOPAQUE ANIMAL CHEW	20040137117	7/15/2004
RHINO DOG BONE (DESIGN)		01/27/2000

Title	Patent No./App. No.	Issue Date/Filing Date
ANIMAL CHEW TOY WITH FLOSSING RIBS/PROTRUSIONS	20040137118	7/15/2004
INSECT CONTROL BY INSECT GROWTH REGULATORS BROADCAST BY VOLATILIZATION	20010005511	1/22/01