

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jeff McMillian`	08/27/2009
Fred Vogelgesang	05/21/2009
Chuck Yeager	09/18/2009
RECEIVING PARTY DATA	
Name:	Central Garden & Pet Company
Street Address:	1340 Treat Blvd., Ste 650
City:	Walnut Creek
State/Country:	CALIFORNIA
Postal Code:	94597
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29336799
CORRESPONDENCE DATA	
Fax Number:	(916)930-2501
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(916) 930-2585
Email:	carl.schwedler@bullivant.com
Correspondent Name:	Carl J. Schwedler
Address Line 1:	1415 L Street, Suite 1000
Address Line 2:	Bullivant Houser Bailey PC
Address Line 4:	Sacramento, CALIFORNIA 95814
ATTORNEY DOCKET NUMBER:	31652/40001
NAME OF SUBMITTER:	Carl J. Schwedler

Total Attachments: 9
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PATENT
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source=Assignment for BOTTLE 29336799#page9.tif

ASSIGNMENT

By virtue of an employment relationship and other good and valuable consideration, the receipt of which is hereby acknowledged, the persons named below ("INVENTORS") have sold, assigned, and transferred and do hereby sell, assign, and transfer to Central Garden & Pet Company, a Delaware corporation, having a place of business at 1340 Treat Boulevard, Suite 600 in Walnut Creek, California 94597 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the non-provisional design patent application filed under 35 U.S.C. § 111(a) and entitled "BOTTLE" ("APPLICATION"), which was filed on May 8, 2009, now bearing U.S. Patent Application Number 29/336,799; and

2. The entire worldwide right, title, and interest in and to: (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Title of Document: **ASSIGNMENT**

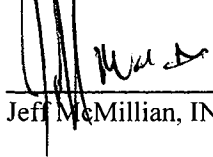
Re: U.S. Design Patent Application

Title: BOTTLE

Filed: May 8, 2009

Application No.: 29/336,799

Name and Signature



Jeff McMillian, INVENTOR

Date of
Signature

8/21/09

Date Declaration
Executed by this person

8/27/09

Name and Signature

Fred Vogelgesang, INVENTOR

Date of
Date of
Signature

Date Declaration
Executed by this person

Name and Signature

Chuck Yeager, INVENTOR

Date of
Signature

Date Declaration
Executed by this person

Name and Signature

Signature

Central Garden & Pet Company, ASSIGNEE

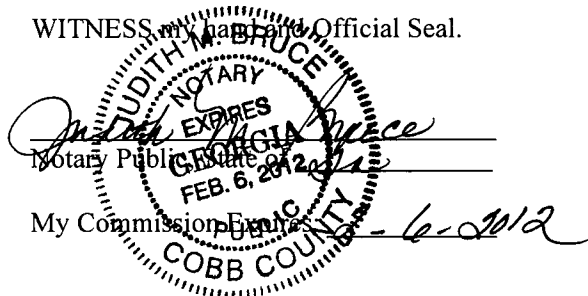
By: _____

Its: _____

STATE OF Ga)
) ss.
COUNTY OF Cobb)

On 8-27, 2009, before me, Judith M. Bruce Notary Public in and for the State of
Ga, personally appeared Jeff McMillian, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and Official Seal.


Notary Public, State of Georgia
My Commission Expires 2-6-2012

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Application No.: 29/336,799

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed by this person</u>
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Jeff McMillian, INVENTOR		
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<u>Name and Signature</u>	<u>Date of Date of Signature</u>	<u>Date Declaration Executed by this person</u>
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<u>Fred W Vogelgesang</u> Fred Vogelgesang, INVENTOR		
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5/21/2009

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed by this person</u>
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Chuck Yeager, INVENTOR		
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<u>Name and Signature</u>	<u>Signature</u>
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Central Garden & Pet Company, ASSIGNEE	
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By: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

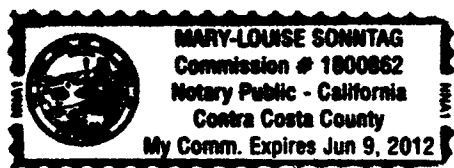
State of California

County of CONTRA COSTA

On MAY 21, 2009 before me, MARY-LOUISE SONNTAG, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared FREDRIC W. VOGELGESANG
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary-Louise Sonntag
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

U.S. DESIGN PATENT APPLICATION

Title or Type of Document: ASSIGNMENT-TITLE: BOTTLE; FILED: 5/8/2009; APPLICATION NO. 29/336,749

Document Date: MAY 8, 2009 Number of Pages: 6

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: FREDRIC W. VOGELGESANG

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

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☐ Guardian or Conservator

☐ Other: _____

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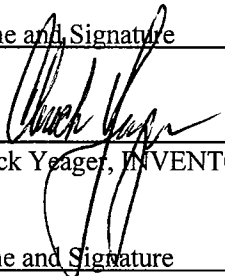
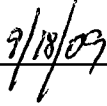
<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed by this person</u>
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Jeff McMillian, INVENTOR		
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<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed by this person</u>
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Fred Vogelgesang, INVENTOR		
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<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed by this person</u>
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 Chuck Yeager, INVENTOR		
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<u>Name and Signature</u>	<u>Signature</u>	
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Central Garden & Pet Company, ASSIGNEE

By: _____

Its: _____

STATE OF Ga)
) ss.
COUNTY OF Cobb)

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WITNESS my hand and Official Seal.

