

08-02-2001

TRADEMARKS ONLY
To the Honor
Please record



101796264

TRADEMARKS ONLY
Trademarks:
document or copy thereof.

<p>1. Name of Party(ies) conveying an interest: AMERICAN CYANAMID COMPANY <u>7-3001</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation State <u>MAINE</u> <input type="checkbox"/> Other _____</p>	<p>2. Name and Address of Party(ies) receiving an interest: Name: <u>CENTRAL GARDEN & PET COMPANY</u> Internal Address: _____ Street Address: <u>3697 MOUNT DIABLO BOULEVARD</u> <u>SUITE 310</u> City: <u>LAFAYETTE</u> State: <u>CA</u> Zip: <u>94549</u> <input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Partnership <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation State: <u>DELAWARE</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (The attached document must not be an assignment.)</p>
<p>3. Interest Conveyed: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Other _____</p>	

4. Application number(s) or registration number(s).
Additional sheet attached? Yes No

<p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1,422,502 1,167,999</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>ROBERT B. CHICKERING, ESQ.</u> Internal Address: <u>FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP</u> Street Address: <u>4 EMBARCADERO CENTER SUITE 3400</u> City: <u>SAN FRANCISCO</u> State: <u>CA</u> Zip: <u>94111</u></p>	<p>6. Number of applications and registrations involved: <u>TWO</u></p> <p>7. Amount of fee enclosed or authorized to be charged: <u>\$65 CHARGE DEFICIENCIES ONLY</u></p> <p>8. Deposit Account No. <u>06-1300 (Order No. TA-54583-80)</u></p>

08/01/2001 DBYRNE 00000210 1422502
01 FC:481 40.00 00
02 FC:482 25.00 00

TRADEMARK
REEL: 002338 FRAME: 0461

TRADEMARK ASSIGNMENT

This Assignment is made and entered into as of March 29, 2000

By and between:

AMERICAN CYANAMID COMPANY, a Maine corporation, whose principal place of business is at 5 Giralda Farms, Madison, New Jersey 07940 (referred to as "the Assignor")

and

CENTRAL GARDEN & PET COMPANY a Delaware corporation, whose principal place of business is at 3697 Mount Diablo Boulevard, Suite 310, Lafayette, CA 94549 (referred to as "the Assignee");

WHEREAS, Assignor is the owner of certain trademarks relating to the insecticidal and herbicidal business and the applications for registration and/or registrations granted in respect thereof, all as set forth on the attached Exhibit 1 (referred to as the "Trademarks"); and

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement, dated as of March 20, 2000 (the "Purchase Agreement"), pursuant to which Assignor agreed that it will transfer, assign, and deliver to Assignee, and Assignee agreed to acquire, all of Assignor's right, title and interest in and to the Trademarks and the registrations and/or the applications for registration therefor.

NOW IT IS HEREBY AGREED as follows:

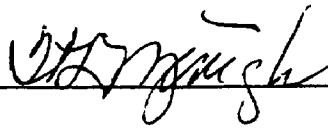
1. In consideration of mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and the registrations and/or applications for registration therefor, and any renewals thereof, together with the goodwill associated with the Trademarks.
2. For a twelve (12) month period from the date hereof, the Assignor shall, to the extent reasonably requested by Assignee execute and deliver such further instruments furnished by Assignee and perform any other reasonable acts that Assignee may require as being necessary for vesting in Assignee the full benefit of all of the rights and premises hereby assigned. Assignee shall reimburse Assignor for any costs and expenses incurred in connection with the foregoing and shall be responsible for paying all fees and expenses in connection with recording the same.
4. This Assignment shall be governed in all respects, including the validity, construction, enforcement, interpretation and effect, by the substantive laws of the State of New York without regard to conflict of laws rules thereof.

COPY

IN WITNESS WHEREOF, this Assignment has been executed by or on behalf of the parties hereto on the date first above written.

Assignor
AMERICAN CYANAMID COMPANY

Assignee
CENTRAL GARDEN & PET COMPANY

By: 

By: _____

Title: PRESIDENT, GLOBAL AGRICULTURAL PRODUCTS Title: _____

Exhibit: 1 - list of trademarks

COPY

IN WITNESS WHEREOF, this Assignment has been executed by or on behalf of the parties hereto on the date first above written.

Assignor
AMERICAN CYANAMID COMPANY

Assignee
CENTRAL GARDEN & PET COMPANY

By: _____

By: *William E. Brown*

Title: _____

Title: Chairman + CEO

Exhibit: 1 – list of trademarks

MASTER FILE REPORT

PCMASTER REPORTER
BASIC TRADEMARK REPORT

Trademark	Status	App No	App. Dt	Reg No	Curr St	Dt Expires	Div	Class	OWNER	Docket No.
United States	Registered	601386	29MT1986	14222502	30DE1986	30DE2006	AGRI	5	ACCOMP	00045206
Argentina	Registered	1989696	10JL1995	1599131	06MT1996	06MY2006	AGRI	5	ACCOMP	00056795
Australia	Registered	580973	24JE1992	A580973	24JE1999	24JE2009	AGRI	5	ACCOMP	00052034
Brazil	Filed	818643056	21JL1995				AGRI	5	ACCOMP	00056794
Chile	Registered	313.196	12JL1995	464.186	15JL1996	15JL2006	AGRI	5	ACCOMP	00056793
Colombia	Registered	94057398	20DE1994	176013	30MR1995	30MR2005	AGRI	1	ACCOMP	00056648
Colombia	Registered	94057397	20DE1994	177105	31MR1995	31MR2005	AGRI	5	ACCOMP	00056649
Dominican Republic	Registered			105647	30JL1999	30JL2019	AGRI	11	ACCOMP	TM200238
Guatemala	Registered	5232-95	27JL1995	0800/127/173	22JL1996	22JL2006	AGRI	5	ACCOMP	00056797
Honduras	Registered	7789/95	18AU1995	64229	31JA1996	31JA2006	AGRI	5	ACCOMP	00056798
Hong Kong	Registered	94-15159	21DE1994	94/1997	21DE1994	21DE2001	AGRI	5	ACCOMP	000564
Indonesia	Registered	#	27MR1995	357870	27MR1995	27MR2005	AGRI	5	ACCOMP	00056443
Malaysia	Filed	92/00278	16JA1992				AGRI	5	ACCOMP	00051409
Mexico	Registered	238766	28JL1995	238766	28JL1995	28JL2005	AGRI	5	ACCOMP	00056801
New Zealand	Registered	219398	26JE1992	219398	26JE1999	26JE2013	AGRI	5	ACCOMP	00052036
Nicaragua	Registered	95-02138	26JL1995	30935C.C.	29AP1996	29AP2006	AGRI	5	ACCOMP	00056800



Trademark	Status	App No	App. Dt	Reg No	Curr St Dt	Expires	Div	Class	OWNER	Docket No.
AMDRO United States	Registered	249887	11FEB1980	1167999	08SEP1981	08SEP2001	AGRI	5	ACCOMP	00012891
AMDRO Australia	Registered	671220	30AUG1995	671220	30AUG1995	30AUG2005	AGRI	5	ACCOMP	00057170
AMDRO Benelux	Registered	864919	08FEB1996	592228	08FEB1996	08FEB2006	AGRI	5	ACCOMP	00057659
AMDRO Bolivia	Registered	#	10AUG1995	65301-C	28JUN1998	28JUN2008	AGRI	5	ACCOMP	00056989
AMDRO Brazil	Registered	816882487	09SEP1992	816882487	25JUN1994	25JUN2004	AGRI	01.50	ACCOMP	00052314
AMDRO Canada	Registered	452108	02APR1980	265367	24DEC1996	24DEC2011	AGRI	00000	ACCOMP	00013038
AMDRO Chile	Filed	316.550	11AUG1995				AGRI	5	ACCOMP	00056992
AMDRO Colombia	Filed	95038100	24AUG1995				AGRI	5	ACCOMP	00056994
AMDRO Democratic Rep of Congo	Filed	/RDC/97 58735	22JUL1997				AGRI	5	ACCOMP	00059398
AMDRO Costa Rica	Registered	53125	11MAY1981	60115	29JUN1992	29JUN2002	AGRI	5	ACCOMP	00038041
AMDRO Dominican Republic	Registered	10282	22APR1992	53795	15JUL1992	15JUL2012	AGRI	13	ACCOMP	000519
AMDRO Ecuador	Registered	59667	31JUL1995	540-97	12MAY1997	12MAY2007	AGRI	5	ACCOMP	00056996
AMDRO Gambia	Filed	77/5/97	26MAY1997				AGRI	02	ACCOMP	00059266
AMDRO Great Britain	Registered	2057689	20FEB1996	2057689	20FEB1996	20FEB2006	AGRI	5	ACCOMP	00057660
AMDRO Ghana	Filed	#	21JUL1998				AGRI	5	ACCOMP	00059292
AMDRO Greece	Registered	128811	22MAY1996	128811	22MAY1996	22MAY2006	AGRI	5	ACCOMP	00057661

* Application no longer pending

COPY

TRADEMARK