05-19-2003 5-16-03

	TMENT OF COMMERCE U.S. Patent and Trademark Office
Tab settings ⇔⇔ ♥ ▼	_ v
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Four Paws Products, Ltd. Individual(s) General Partnership Corporation-State of New York Other Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: Assignment Security Agreement Other Grant of Trademark Security Interest Execution Date:	2. Name and address of receiving party(ies) Name:Canadian Imperial Bank of Commerce, Internal Address:as Administrative Agent Street Address:425 Lexington Avenue City:New YorkState:NY_Zip:10017 Individual(s) citizenship
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Schedule for complete list of numbers Additional number(s) at 5. Name and address of party to whom correspondence	B. Trademark Registration No.(s) See attached schedule for complete list of numbers ttached Yes No
concerning document should be mailed:	6. Total number of applications and registrations involved:
Internal Address: O'Melveny & Myers LLP	7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account
Street Address:275 Battery Street, 26th Floor	8. Deposit account number:
City: San Francisco State: CA Zip: 94111	
	THIS SPACE
9. Signature. ###################################	5-15-2003 ignature Date
Total number of pages including cov	er sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/16/2003

01 FC:8521 02 FC:8522

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: FOUR PAWS PRODUCTS LTD.

Trademark	Serial Number	Filing Date	Owner
HAUGHIAIR	Registration Number	Issue Date	Owner
FAST WRAP	76-390,246	04/02/02	Four Paws Products Ltd.
	2,674,915	01/14/03	Tour Faws Floudets Ltd.
KITTY ROLLDER	76-281,705	07/05/01	Four Powe Products Ltd
DERBY	2,638,910	10/22/02	Four Paws Products Ltd.
WALK ABOUT	76-271,523	06/14/01	Faur Davis Das divets 14d
	2,620,686	09/17/02	Four Paws Products Ltd.
LU TIMATE TOLIOLI	76-213,815	02/21/01	F. D. D. L. L. L. L.
ULTIMATE TOUCH	2,591,117	07/09/02	Four Paws Products Ltd.
WITTY DOLLED DINK	76-110,291	08/16/00	5 5 5 1 1 1 1 1
KITTY ROLLER RINK	2,485,089	09/04/01	Four Paws Products Ltd.
TENDED TOLICIA	73-762,489	11/07/88	
TENDER TOUCH	1,540,550	05/23/89	Four Paws Products Ltd.
D00015 D00 D400	75-717,183	05/28/99	
DOGGIE DOO BAGS	2,376,289	08/08/00	Four Paws Products Ltd.
NICHT ELACHED	75-659,334	03/15/99	
NIGHT FLASHER	2,335,461	03/28/00	Four Paws Products Ltd.
	75-576,920	10/26/98	
NATUREBED	2,380,026	08/22/00	Four Paws Products Ltd.
	75-541,924	08/24/98	
ROUGH & RUGGED	2,279,391	09/21/99	Four Paws Products Ltd.
MAGIC PET HAIR	75-478,993	05/04/98	
REMOVER	2,348,097	05/09/00	Four Paws Products Ltd.
	75-420,963	01/21/98	
QUICK & EASY	2,253,053	06/15/99	Four Paws Products Ltd.
	75-394,430	11/21/97	
TANIUM	2,260,553	07/13/99	Four Paws Products Ltd.
	75-393,765	11/20/97	
RUFF N RUGGED	2,294,695	11/23/99	Four Paws Products Ltd.
	75-391,321	11/17/97	
GROOMER'S DREAM	2,258,848	07/06/99	Four Paws Products Ltd.
	75-238,916	02/10/97	
FLASHY PANTS	2,183,551	05/25/98	Four Paws Products Ltd.
	75-213,491	12/16/98	
REPTI-SCOOP	2,116,307	11/25/97	Four Paws Products Ltd.
	75-006,840	10/17/95	
LOVE GLOVE	2,001,517	09/17/96	Four Paws Products Ltd.
	74-710,700	08/03/95	
BREATH TREAT	2,054,041	04/22/97	Four Paws Products Ltd.
	74-599,011	11/14/94	
THE ALLEN SCOOPER	1,940,882	12/12/95	Four Paws Products Ltd.
FERRET COAT		05/10/94	144-1411-1-1-1
	74-522,606 1,990,506	07/30/96	Four Paws Products Ltd.
SMOOTH TOUCH	74-512,280	04/08/94	
	•	07/11/95	Four Paws Products Ltd.
	1,904,471	- 	
NATURE'S RAIN	74-502,462 1,879,467	03/21/94 02/21/95	Four Paws Products Ltd.
NATUREBARK	74-493,312	02/22/94 08/01/95	Four Paws Products Ltd.
	1,908,470	1 00/01/95	

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: FOUR PAWS PRODUCTS LTD.

Trademark	Serial Number	Filing Date	Owner
	Registration Number	Issue Date	
FEATHER BRITE	74-487,574	02/07/94	Four Paws Products Ltd.
	1,907,005	07/25/95	
VITA-SPRAY	74-450,362	10/20/93	Four Paws Products Ltd.
NATURE O REPTUE	1,856,527	10/04/94	
NATURE'S REPTILE	74-397,667	06/02/93	Four Paws Products Ltd.
VITA-SPRAY	1,925,022	10/10/95	
NO-PULL	74-339,373	12/11/92	Four Paws Products Ltd.
and the second of the second o	1,822,770	02/22/94	
JODI	74-334,340	11/24/92	Four Paws Products Ltd.
	1,869,211	12/27/94	
PET AID	74-287,256	06/19/92	Four Paws Products Ltd.
	1,759,420	03/23/93	
PET SELECT	74-278,386	05/26/92	Four Paws Products Ltd.
	1,822,025	02/15/94	
CRYSTAL EYE	74-278,064	05/21/92	Four Paws Products Ltd.
	1,746,722	01/19/93	r dar r dwd r roddolo Eld.
GROOMER'S TOUCH	74-267,959	04/21/92	Four Paws Products Ltd.
	1,797,036	10/05/93	Toda a divortion della constanti
ULTRA COMB	74-267,958	04/21/92	Four Paws Products Ltd.
	1,800,127	10/19/93	r dar r dwo r rouddio Etd.
BUNNY BATH	74-250,801	02/28/92	Four Paws Products Ltd.
	1,728,819	11/03/92	r our r and r roudin Eta.
RING AROUND THE	74-245,258	02/07/92	Four Paws Products Ltd.
TREE	1,737,969	12/08/92	Toda a divo a roudois Etc.
FLEA CATCHER	74-243,254	02/04/92	Four Paws Products Ltd.
	1,733,112	11/17/92	r dar r dwd r roddolo Eld.
HAND GUARD	74-243,253	02/04/92	Four Paws Products Ltd.
	1,721,448	10/06/92	Toda i divo i roddolo Etd.
NATURE'S HEAT	74-240,222	01/24/92	Four Paws Products Ltd.
	1,727,384	10/27/92	Toda Toda Toda Eta.
QUICK-FIT	74-212,593	10/10/91	Four Paws Products Ltd.
	1,729,364	11/03/92	Toda Tawo Troddoto Etd.
KITTYCAT GRASS	74-065,985	06/05/90	Four Paws Products Ltd.
	1,650,290	07/09/91	rodri dws rroddots Etd.
SUPER CATNIP	73-796,650	04/25/89	Four Paws Products Ltd.
OOI ER GATIVII	1,612,600	09/11/90	1 out 1 aws 1 roudets Etc.
PEE PEE PADS	73-791,356	04/04/89	Four Paws Products Ltd.
TELTELTADO	1,572,835	12/26/89	Tour aws Froducts Etc.
SILVER TOUCH	73-762,475	11/07/88	Four Paws Products Ltd.
	1,540,549	05/23/89	Tour Faws Floducts Ltd.
WEE-WEE PADS	73-689,662	10/13/87	Four Paws Products Ltd.
	1,492,254	06/14/88	Tour aws Houdels Eta.
FERRET GLOW	73-680,569	08/25/87	Four Paws Products Ltd.
	1,485,917	04/26/88	Four Faws Floudets Etc.
BITTER LIME	73-680,568	08/25/87	Four Paws Products Ltd.
	1,545,860	06/27/89	Four Faws Froducts Etc.
SUPER CATNIP	73-643,346	02/06/87	Four Paws Products Ltd.
SUPER CATNIP	1,519,416	01/03/89	Four Faws Floudels Ltd.

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: FOUR PAWS PRODUCTS LTD.

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
GOOD N' PLENTY	73-641,737 1,483,490	01/28/87 04/05/88	Four Paws Products Ltd.
SHED 'N BLADE	73-561,006 1,393,810	09/30/85 05/20/86	Four Paws Products Ltd.
FOUR PAWS	73-542,459 1,420,727	06/11/85 12/16/86	Four Paws Products Ltd.
FOUR PAWS and Design	73-542,458 1,419,662	06/11/85 12/09/86	Four Paws Products Ltd.
KEEP OFF	73-516,737 1,432,661	01/09/85 03/17/87	Four Paws Products Ltd.
ALL THAT GLITTERS (Stylized letters)	73-487,364 1,340,721	06/28/84 06/11/85	Four Paws Products Ltd.
FRESH ESSENCE	73-486,421 1,331,556	06/22/84 04/23/85	Four Paws Products Ltd.
MP SOFTWEAVE MUSTANG PRODUCTS, INC. and Design	73-483,320 1,335,528	06/04/84 05/14/85	Four Paws Products Ltd.
MP DURA-BRAID MUSTANG PRODUCTS, INC. and Design	73-483,319 1,335,527	06/04/84 05/14/85	Four Paws Products Ltd.
ROAM-ABOUT	73-465,689 1,318,896	02/14/84 02/12/85	Four Paws Products Ltd.
MIRACLE MALT	73-319,840 1,217,264	07/20/81 11/23/82	Four Paws Products Ltd.
THE PROTECTOR	73-113,042 1,124,832	01/18/77 09/11/79	Four Paws Products Ltd.
SOFT 'N SILKY	73-022,140 1,023,029	05/22/74 10/21/75	Four Paws Products Ltd.
MAGIC COAT	72-446,054 973,591	01/15/73 11/20/73	Four Paws Products Ltd.
GOOD-BY TANGLES	72-443,243 1,024,004	12/08/72 10/28/75	Four Paws Products Ltd.
FOUR PAWS and Design	72-361,055 925,222	05/27/70 12/07/71	Four Paws Products Ltd.
FOUR PAWS	73-107,103 1,353,554	11/19/76 08/13/85	Four Paws Products Ltd.
K-9 KEEPER SLEEPER	76-364,007	01/25/02	Four Paws Products Ltd.
SAFETY SEAT SUPPORT HARNESS	76-332,523	10/29/01	Four Paws Products Ltd.
K-9 KEEPER	76-230,256	03/26/01	Four Paws Products Ltd.
IT'S IN THE BAG	76-110,292	08/16/00	Four Paws Products Ltd.
KWIK PIK	75-826,037	10/15/99	Four Paws Products Ltd.

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER: FOUR PAWS PRODUCTS LTD.

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
FLEX CABLE	75-754,542	07/19/99	Four Paws Products Ltd.
LICKIN' GOOD	75-722,514	06/09/99	Four Paws Products Ltd.
FOUR PAWS DINING	76-431,946	07/18/02	Four Paws Products Ltd.

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Four Paws Products, Ltd., a New York corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Central Garden & Pet Company, a Delaware corporation ("Borrower"), has entered into a Credit Agreement dated as of May 14, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions party thereto as lenders (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), the financial institutions party thereto as agents, and Canadian Imperial Bank of Commerce, as Administrative Agent for the Lenders (in such capacity, "Secured Party") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "Lender Swap Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "Swap Counterparties"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of May 14, 2003 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Guaranty") in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guarantied the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Lender Swap Agreements, including, without limitation, the obligation of Borrower to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 14, 2003 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

GRANT OF TRADEMARK SECURITY INTEREST

LA1:1006602.1

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, Borrower names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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GRANT OF TRADEMARK SECURITY INTEREST

LA1:1006602.1

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 14th day of May, 2003.

FOUR PAWS PRODUCTS, LTD.

By: Sand Cook

Its Authorized Signatory

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RECORDED: 05/16/2003

GRANT OF TRADEMARK SECURITY INTEREST