

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kaytee Products Incorporated		04/07/2006	CORPORATION: WISCONSIN

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: 60

Property Type	Number	Word Mark
Registration Number:	1733417	AMAZON SMYTHE
Registration Number:	1488743	AVN
Registration Number:	1833984	BAY-MOR
Registration Number:	2150497	BIRDER'S BLEND
Serial Number:	78651334	BURDEN'S BIRDS
Serial Number:	78179962	CLASSROOM CRITTER ADVENTURES
Registration Number:	2606565	COCKATIEL BISCUIT-O'S
Registration Number:	0973820	DAILY DOUBLE
Registration Number:	2379890	
Serial Number:	78712131	EGG-CITE!
Serial Number:	78642614	EGG-RICHED
Registration Number:	1641755	EXACT
Registration Number:	2849397	EXACT CONVERSION & WEANING
Registration Number:	2849396	EXACT HAND FEEDING

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Registration Number:	2644457	EXACT NUTRITION IN EVERY BITE
Registration Number:	2851929	EXACT ORGANIC
Registration Number:	2837328	EXACT ORIGINAL
Registration Number:	2856822	EXACT RAINBOW
Registration Number:	2867814	EXACT RX
Registration Number:	1828473	FIESTA
Registration Number:	1819526	FIESTA
Registration Number:	1780485	FLITE SONG
Registration Number:	1627471	FORTI-DIET
Registration Number:	1293124	FORTI-DIET
Registration Number:	2958186	FRESH ENVIRONMENT
Registration Number:	3042577	FUSION
Registration Number:	1817054	GARDEN VALLEY
Serial Number:	78574582	GOODIES AND GRAINS
Registration Number:	1821585	KAY-KOB
Serial Number:	78755415	KAYKOTE
Registration Number:	1440780	KAYTEE
Registration Number:	2544122	KAYTEE CHEW BISCUITS
Serial Number:	78506973	KAYTEE EZ CARE
Registration Number:	2435816	KAYTEE GARDEN BANQUET
Registration Number:	2216716	KAYTEE HEALTHY BITS
Registration Number:	2698525	KAYTEE HEALTHY TOPPINGS
Registration Number:	2633239	KAYTEE KRUNCH-A-ROUNDS
Serial Number:	78467754	KAYTEE MUNCHABLES
Registration Number:	2216715	KAYTEE NIBBLERS
Registration Number:	2870600	KAYTEE SOFT-SORBENT
Registration Number:	3009467	KAYTEE TREATSTERS
Registration Number:	2702957	KAYTEE YOGURT CHIPS
Registration Number:	2698265	KAYTEE YOGURT DIPS
Registration Number:	2472136	KITCHEN CREATIONS
Registration Number:	2581098	KOI'S CHOICE
Registration Number:	1438266	KT
Registration Number:	1391795	MINI-FRIENDS
Registration Number:	2488444	NATURE'S HARVEST
Registration Number:	1848317	NATURE'S HARVEST

Serial Number:	78755419	NATURES DEFENSE
Registration Number:	1434467	NUTRA-CARE
Registration Number:	2152992	NUTRA-PUFFS
Registration Number:	1726061	PERFECT CHOICE
Serial Number:	78755416	PROTECT
Registration Number:	1907912	RAINBOW EXACT
Registration Number:	2762500	SATORI
Serial Number:	78575336	SNIX SNAX
Serial Number:	78642617	TOTAL COMFORT
Serial Number:	78189633	TREATSTERS
Registration Number:	1964482	WASTE FREE

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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/
Date:	04/13/2006

Total Attachments: 6

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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 KAYTEE PRODUCTS INCORPORATED, a Wisconsin 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.

KAYTEE PRODUCTS INCORPORATED

By: Stuart W. Booth

Name: Stuart W. Booth

Title: Vice President and Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

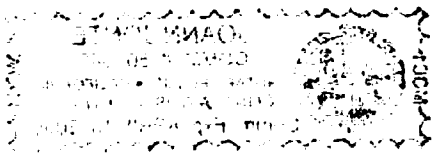
On April 7, 2006, before me, JoAnn Jonte, Notary Public, personally appeared Stuart W. Booth, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument 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 TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Reg. No./ Serial No.	Issue Date
AMAZON SMYTHE	1733417	11/17/1992
AVN	1488743	05/17/1988
BAY-MOR	1833984	05/03/1994
BIRDER'S BLEND	2150497	04/14/1998
BURDEN'S BIRDS	SN 78651334	PENDING
CLASSROOM CRITTER ADVENTURES	SN 78179962	10/30/2002
COCKATIEL BISCUIT- O'S	2606565	08/13/2002
DAILY DOUBLE	0973820	11/17/1988
DESIGN ONLY	2379890	08/22/2000
EGG-CITE!	SN 78712131	PENDING
EGG-RICHED	SN 78642614	PENDING
EXACT	1641755	04/16/1991
EXACT CONVERSION & WEANING	2849397	06/01/2004
EXACT HAND FEEDING	2849396	06/01/2004
EXACT NUTRITION IN EVERY BITE	2644457	10/29/2002
EXACT ORGANIC	2851929	06/08/2004
EXACT ORIGINAL	2837328	04/27/2004
EXACT RAINBOW	2856822	06/22/2004
EXACT RX	2867814	07/27/2004
FIESTA	1828473	03/29/1994

Exhibit A

**TRADEMARK
REEL: 003289 FRAME: 0357**

Mark	Reg. No./ Serial No.	Issue Date
FIESTA	1819526	02/01/1994
FLITE SONG	1780485	07/03/1993
FORTI-DIET	1627471	12/11/1990
FORTI-DIET	1293124	09/04/1984
FRESH ENVIRONMENT	2958186	05/31/2005
FUSION	3042577	01/10/2006
GARDEN VALLEY	1817054	01/18/1994
GOODIES AND GRAINS	SN 78574582	PENDING
KAY-KOB	1821585	02/15/1994
KAYKOTE	SN 78755415	PENDING
KAYTEE	1440780	05/26/1987
KAYTEE CHEW BISCUITS	2544122	03/05/2002
KAYTEE EZ CARE	SN 78506973	PENDING
KAYTEE FANCY	1811538	12/17/01
KAYTEE GARDEN BANQUET	2435816	03/13/2001
KAYTEE HEALTHY BITS	2216716	01/05/1999
KAYTEE HEALTHY TOPPINGS	2698525	03/18/2003
KAYTEE KRUNCH-A- ROUNDS	2633239	10/08/2002
KAYTEE MUNCHABLES	SN 78467754	PENDING
KAYTEE NIBBLERS	2216715	01/05/1999
KAYTEE SOFT- SORBENT	2870600	08/03/2004
KAYTEE TREATSTERS	3009467	10/25/2005

Mark	Reg. No./ Serial No.	Issue Date
KAYTEE YOGURT CHIPS	2702957	04/01/2003
KAYTEE YOGURT DIPS	2698265	03/18/03
KITCHEN CREATIONS	2472136	07/24/2001
KOI'S CHOICE	2581098	06/18/2002
KT	1438266	04/28/1987
MINI-FRIENDS	1391795	04/29/1986
NATURE'S HARVEST	2488444	09/11/2001
NATURE'S HARVEST	1848317	08/02/1994
NATURES DEFENSE	SN 78755419	PENDING
NUTRA-CARE	1434467	03/31/1987
NUTRA-PUFFS	2152992	04/21/1998
PERFECT CHOICE	1726061	10/20/1992
PROTECT	SN 78755416	PENDING
RAINBOW EXACT	1907912	07/25/1995
SATORI	2762500	09/09/2003
SNIX SNAX	SN 78575336	PENDING
TOTAL COMFORT	SN 78642617	PENDING
TREATSTERS	SN 78189633	11/27/2002
WASTE FREE	1964482	03/26/1996