
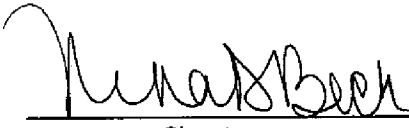


05-16-03

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\leftrightarrow \leftrightarrow \leftrightarrow$ ∇	05-16-2003  102450247	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office attached original documents or copy thereof.
To the Honorable Commissioner		
1. Name of conveying party(ies): Kaytee Products Incorporated <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 of Wisconsin <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Canadian Imperial Bank of Commerce,</u> Internal Address: <u>as Administrative Agent</u> Street Address: <u>425 Lexington Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10017</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Corporation of Canada</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Grant of Trademark Security Interest</u> Execution Date: <u>05-14-2003</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See attached</u> <u>schedule for complete list of numbers</u> B. Trademark Registration No.(s) <u>See attached</u> <u>schedule for complete list of numbers</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Nina D. Beck</u> Internal Address: <u>O'Melveny & Myers LLP</u> Street Address: <u>275 Battery Street, 26th Floor</u> City: <u>San Francisco</u> State: <u>CA</u> Zip: <u>94111</u>	6. Total number of applications and registrations involved: 51 7. Total fee (37 CFR 3.41)..... \$ <u>1290.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ <div style="text-align: right; font-size: small; opacity: 0.5;"> RECEIVED MAY 16 PM 2:01 TRADEMARK DIV. </div>	
DO NOT USE THIS SPACE		
9. Signature. <u>05/16/2003 LNUELLER 00000143 76326093</u> 01 FC:8521 40.00 OP 02 FC:8522 1250.00 OP <u>Nina D. Beck</u> Name of Person Signing	 Signature <u>5-15-2003</u> Date Total number of pages including cover sheet, attachments, and document: 7	

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

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS****OWNER: KAYTEE PRODUCTS INCORPORATED**

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
EXACT NUTRITION IN EVERY BITE	76-326,093 2,644,457	10/16/01 10/29/02	Kaytee Products Incorporated
KAYTEE KRUNCH-A- ROUNDS	76-285,554 2,633,239	07/16/01 10/08/02	Kaytee Products Incorporated
KAYTEE HEALTHY TOPPINGS	76-266,216 2,698,525	06/04/01 03/18/03	Kaytee Products Incorporated
KO'S CHOICE	76-098,660 2,581,098	07/28/00 06/18/02	Kaytee Products Incorporated
KAYTEE YOGURT DIPS	76-053,918 2,698,265	05/22/00 03/18/03	Kaytee Products Incorporated
KAYTEE YOGURT CHIPS	76-053,917 2,702,957	05/22/00 04/01/03	Kaytee Products Incorporated
COCKATIEL BISCUIT- O'S	76-044,652 2,606,565	05/10/00 08/13/02	Kaytee Products Incorporated
KAYTEE CHEW BISCUITS	76-030,385 2,544,122	04/20/00 03/05/02	Kaytee Products Incorporated
KITCHEN CREATIONS	75-683,487 2,472,136	04/14/99 07/24/01	Kaytee Products Incorporated
NATURE'S HARVEST	75-683,486 2,488,444	04/14/99 09/11/01	Kaytee Products Incorporated
CAPPER'S (Block letters)	71-611,639 565,252	03/22/51 10/14/52	Kaytee Products Incorporated
FIESTA	74-367,556 1,828,473	03/12/93 03/29/94	Kaytee Products Incorporated
RAINBOW EXACT	74-456,483 1,907,912	11/04/93 07/25/95	Kaytee Products Incorporated
KAYTEE GARDEN BANQUET	75-682,518 2,435,816	04/14/99 03/13/01	Kaytee Products Incorporated
Design only	75-417,140 2,379,890	01/13/98 08/22/00	Kaytee Products Incorporated
KAYTEE HEALTHY CAKES	75-267,769 2,216,717	04/01/97 01/05/99	Kaytee Products Incorporated
KAYTEE HEALTHY BITS	75-267,621 2,216,716	04/01/97 01/05/99	Kaytee Products Incorporated
KAYTEE NIBBLERS	75-267,442 2,216,715	04/01/97 01/05/99	Kaytee Products Incorporated
BIRDER'S BLEND	75-223,000 2,150,497	01/09/97 04/14/98	Kaytee Products Incorporated
KAYTEE NATURAL	75-123,764 2,077,393	06/21/96 07/08/97	Kaytee Products Incorporated
NUTRA-PUFFS	75-123,661 2,152,992	06/21/96 04/21/98	Kaytee Products Incorporated
WASTE FREE	74-462,520 1,964,482	11/23/93 03/26/96	Kaytee Products Incorporated
BAY-MOR	74-408,261 1,833,984	07/02/93 05/03/94	Kaytee Products Incorporated
GARDEN VALLEY	74-384,941 1,817,054	04/27/93 01/18/94	Kaytee Products Incorporated

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**OWNER: KAYTEE PRODUCTS INCORPORATED**

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
KAY-KOB	74-384,326 1,821,585	04/27/93 02/15/94	Kaytee Products Incorporated
PERCHMATE	74,363,203 1,806,319	02/23/93 11/23/93	Kaytee Products Incorporated
FLITE SONG	74-323,794 1,780,485	10/16/92 07/06/93	Kaytee Products Incorporated
FIESTA	74-263,983 1,819,526	04/08/92 02/01/94	Kaytee Products Incorporated
AMAZON SMYTHE	74-258,589 1,733,417	03/24/92 11/17/92	Kaytee Products Incorporated
PERFECT CHOICE	74-253,892 1,726,061	03/04/92 10/20/92	Kaytee Products Incorporated
NATURE'S HARVEST	74-184,832 1,848,317	07/15/91 08/02/94	Kaytee Products Incorporated
FORTI-DIET	74-037,893 1,627,471	03/13/90 12/11/90	Kaytee Products Incorporated
AVN	73-684,137 1,488,743	09/14/87 05/17/88	Kaytee Products Incorporated
NUTRA-CARE	73-613,479 1,434,467	08/07/86 03/31/87	Kaytee Products Incorporated
DAILY DOUBLE	72-449,050 973,820	02/16/73 11/27/73	Kaytee Products Incorporated
EXACT	74-008,277 1,641,755	12/06/89 04/16/91	Kaytee Products Incorporated
KT and Design	73-624,067 1,438,266	10/03/86 04/28/87	Kaytee Products Incorporated
KAYTEE	73-624,028 1,440,780	10/03/89 05/26/87	Kaytee Products Incorporated
FORTI-DIET	73-429,483 1,293,124	06/09/83 09/04/84	Kaytee Products Incorporated
MINI-FRIENDS	73-562,603 1,391,795	10/10/85 04/29/86	Kaytee Products Incorporated
KAYTEE FANCY	1,811,538	12/17/01	Kaytee Products Incorporated
KAYTEE SOFT-SORBENT	78-219,357	02/26/03	Kaytee Products Incorporated
TREATSTERS	78-189,633	11/27/02	Kaytee Products Incorporated
CLASSROOM CRITTER ADVENTURES	78-179,962	10/30/02	Kaytee Products Incorporated
EXACT RX	78-157,841	08/26/02	Kaytee Products Incorporated
EXACT ORGANIC	78-157,839	08/26/02	Kaytee Products Incorporated
EXACT ORIGINAL	78-157,835	08/26/02	Kaytee Products Incorporated
EXACT CONVERSION & WEANING	78-157,423	08/23/02	Kaytee Products Incorporated

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS****OWNER: KAYTEE PRODUCTS INCORPORATED**

Trademark	Serial Number Registration Number	Filing Date Issue Date	Owner
EXACT HAND FEEDING	78-157,421	08/23/02	Kaytee Products Incorporated
EXACT RAINBOW	78-157,396	08/23/02	Kaytee Products Incorporated
SATORI	76-324,508	10/12/01	Kaytee Products Incorporated

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Kaytee Products Incorporated, a Wisconsin 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 guaranteed 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**");

(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.

[The remainder of this page is intentionally left blank.]

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.

KAYTEE PRODUCTS INCORPORATED

By: *Stuart W. Booth*
Its Authorized Signatory



OCTOBER 14, 2003

PTAS

Chief Financial Officer and Chief Administrative Officer
Washington, DC 20231
www.uspto.govO'MELVENY & MYERS LLP
NINA D. BECK
275 BATTERY STREET, 26TH FLOOR
SAN FRANCISCO, CA 94111

102450247A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102450247

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS**RECEIVED**

OCT 23 2003

O'Melveny & Myers LLP

TRADEMARK**REEL: 002735 FRAME: 0793**



O'MELVENY & MYERS LLP

Embarcadero Center West
275 Battery Street
San Francisco, California 94111-3344

TELEPHONE (415) 984-8700
FACSIMILE (415) 984-8701

FAX TRANSMITTAL

DATE & TIME:

Thursday, 10/23/03, 3:15 PM

TOTAL NUMBER OF PAGES:

9

TO:

Mary Benton - Assignment
Division - USPTO

FAX NUMBER:

703 306 5995

TELEPHONE NUMBER:

703 308 9723

FROM:

Nina D. Beck

RETURN FAX NUMBER:

(415) 984-8701

TELEPHONE NUMBER:

(415) 984-8767

MESSAGE

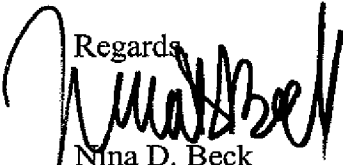
Re: Document I.D. No.:102450247

Dear Ms. Benton:

Transmitted herewith are the original Notice of Non-Recordation, Recordation Form Cover Sheet, Trademark Schedule; and Security Agreement. Per your instructions, we have provided the missing Date of Execution on the Recordation Form Cover Sheet.

Please proceed with the recordal of the Security Agreement.

If you require anything further to complete this assignment, please contact us.

Regards

Nina D. Beck
IP Case Manager

IF YOU DID NOT RECEIVE ALL PAGES, PLEASE CALL Anthony Garcia AT 415-984-8766, OR OUR FAX DEPARTMENT AT (415) 984-8821.

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USER NO.:

RESPONSIBLE ATTY NAME:

SPECIAL INSTRUCTIONS:

13024

Nina D. Beck

RETURN ORIGINAL TO:

EXTENSION:

LOCATION:

Anthony Garcia

8766

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TRADEMARK

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