

# **EXHIBIT A**

## CONSENT AGREEMENT

This Consent Agreement is effective and entered into as of this 24<sup>th</sup> day of October, 2019, by and between CVS Pharmacy, Inc. a Rhode Island corporation (hereinafter “CVS”), and Central Garden & Pet Company a Delaware corporation (hereinafter “Central”).

### PREAMBLE

WHEREAS, CVS has used since at least as 2011 and owns rights in the mark PET CENTRAL and filed Serial Application Nos. 88/321,833 and 88/321,839 (the “CVS Applications”) for the PET CENTRAL & Design marks shown below for: disposable house training pads for pets plastic bags for pet waste disposal in Class 16; animal leashes, clothing for pets and rawhide chews for dogs in Class 18; beds for household pets, and non-metal portable stairs for pets in Class 20; pet litter box liners, and scoops for the disposal of pet waste in Class 21; pet litter box liners; scoops for the disposal of pet waste in Class 28; and cat litter, edible pet treats, and consumable pet chew in Class 31 (the “CVS Goods”).



(the “CVS Logos”).

WHEREAS Central filed Serial Application No. 87/828,097 (the “Central Logo Application”) for the mark CENTRAL PET HOME ESSENTIALS & Design shown below for: fitted liners for the cargo area of vehicles, automotive seat covers, and car seats for pets in Class 12; animal leashes, collars for animals, dog jackets in Class 18; beds for household pets, pet cushions, pet furniture, portable kennels, dog kennels, pet carrier, cat scratching pads, scratching posts, playhouses for pets, pet steps, pet accessibility ramps in Class 20; perches for bird cages, pet feeding bowls, pet drinking bowls, racks and stands for elevated pet feeding bowls and dishes, pet waterers in the nature of portable water and fluid dispensers for pets in Class 21; and pet toys in Class 28 (the “Central Goods”).



(the “Central Logo”).

WHEREAS the United States Patent and Trademark Office (PTO) has cited the Central Logo Application against registration of the CVS Applications.

WHEREAS the parties believe that confusion between the Central Logo and the CVS Logos is not likely.

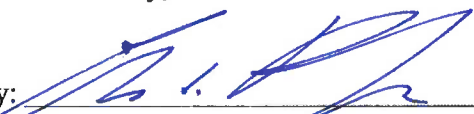
NOW THEREFORE, in consideration of the mutual terms, obligations and conditions contained herein, and for other good and valuable consideration, the parties agree as follows:

**AGREEMENT**

1. Due to the appreciable differences between the CVS Logos and the Central Logo, including the prominent design elements featured therein, as well as the differences between the parties' respective channels of trade, which are distinct, CVS and Central believe that confusion between their respective marks used in connection with their respective goods is not likely.
2. Central specifically consents to the registration of the CVS Logos for the CVS Goods.
3. The parties will take such steps as are reasonably necessary to avoid any confusion between the CVS Logos and the Central Logo.

IN WITNESS WHEREOF, the parties, duly authorized representatives have executed this Consent Agreement as of the date last written below.

CVS Pharmacy, Inc.

By: 

Print Name: Erich I. Rhyngaert

Title: Assistant Clerk

Date: 10-24-2017

Central Garden & Pet Company

By: 

Print Name: Barry G. Harrison

Title: Associate Gen'l Counsel

Date: 10-16-2017