

**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
Doane Pet Care Company	Windy Hill Pet Food Co.	11/05/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Credit Suisse First Boston, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Switzerland banking institution acting through its Cayman Islands Branch:

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	1402410	BONKERS
Registration Number:	1088868	BOW WOW DOG FOOD BITE SIZE
Registration Number:	1318473	CHOMPERS
Registration Number:	1060041	COUNTRY PAL
Registration Number:	1416856	DINNER BELL
Registration Number:	1089841	FIELD FORMULA
Registration Number:	1474393	G. WHISKERS
Registration Number:	1555992	G. WHISKERS
Registration Number:	2236496	GAINER
Registration Number:	621407	HUBBARD
Registration Number:	641332	HUBBARD
Registration Number:	1038267	HUNTSMAN
Registration Number:	2353011	KITTY KREAM
Registration Number:	431236	LASSY
Registration Number:	1412549	MAGNUM

OP \$515.00 1402410

Registration Number:	1094125	MEATY MEAL
Registration Number:	1341301	MORTON
Registration Number:	1319698	PUPPY PAL
Registration Number:	235240	SWEET LASSY
Registration Number:	1471570	

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

030786-0192

NAME OF SUBMITTER:

Rhonda DeLeon

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 5, 2004 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **EACH OF THE UNDERSIGNED** (collectively, "Grantors") and **CREDIT SUISSE FIRST BOSTON**, acting through its Cayman Islands Branch, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Grantors are party to a Guarantee and Collateral Agreement dated as of November 5, 2004 (the "Guarantee and Collateral Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DOANE PET CARE COMPANY**

By: Philip K. Woodlief  
Name: Philip K. Woodlief  
Title: Vice President, Finance and Chief Financial Officer

**DOANE PET CARE ENTERPRISES, INC.**

By: Philip K. Woodlief  
Name: Philip K. Woodlief  
Title: Vice President and Chief Financial Officer

**DOANE/WINDY HILL JOINT VENTURE L.L.C.**

By: Doane Pet Care Company,  
its sole member

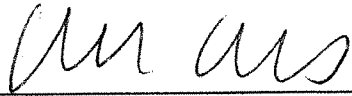
By: Philip K. Woodlief  
Name: Philip K. Woodlief  
Title: Vice President, Finance and Chief Financial Officer

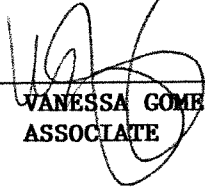
**DPC INVESTMENT CORP.:  
DOANE MANAGEMENT CORP.**

By: Philip K. Woodlief  
Name: Philip K. Woodlief  
Title: Vice President and Chief Financial Officer

Accepted and Agreed:

**CREDIT SUISSE FIRST BOSTON,**  
acting through its Cayman Islands Branch, as Collateral Agent

By:   
Name: **ROBERT HETU**  
Title: **DIRECTOR**

By:   
Name: **VANESSA GOMEZ**  
Title: **ASSOCIATE**

SCHEDULE I  
To  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

V&E docket	Country or State	Mark and Class(es)	Reg./Serial No.	Filing Date Issue Date	Owner of Record	Status
5-149	United States	BARK N BAC'N Cl. 31	RN: 2815161 SN: 78-235178	issued: 02-17-04 filed: 04-08-03	Doane Pet Care Co.	Registered
5-131	United States	BONKERS	RN: 1402410 SN: 73-38347	issued: 07-22-86 filed: 09-02-82	Windy Hill Pet Food Co. Recorded 9-8-97	Section 8 & 15 affidavits have been accepted and acknowledged
5-145	Canada	BONKERS	RN: 339181 SN: 499167	issued: 04-15-88 filed: 02-18-83	Doane Pet Care Co.	Registered
5-098	United States	BOW WOW Cl. 31	RN: 2184169 SN: 75-368037	issued: 08-25-98 filed: 10-03-97	Doane Pet Care Co.	Registered; Section 8 Declaration due 2/25/05
5-155	United States	BOW WOW Cl. 31	RN: SN: 78-466669	issued: filed: 08-12-04	Doane Pet Care Co.	New application
5-081	United States	BOW WOW & DESIGN Cl. 31	RN: 1119773 SN: 73-176221	issued: 06-05-79 filed: 06-27-78	Doane Pet Care Co.	Renewed
5-096	United States	BOW WOW DOG FOOD BITE SIZE & DESIGN Cl. 31	RN: 1088868 SN: 73-113453	issued: 04-04-78 filed: 01-24-77	Windy Hill Pet Food Co. Recorded 3-12-98	Renewed
5-085	United States	CANINE PRINCIPLE Cl. 31	RN: 1952933 SN: 74-620849	issued: 01-30-96 filed: 01-13-95	Doane Pet Care Co.	Section 8 & 15 affidavits have been accepted and acknowledged

V&E docket	Country or State	Mark and Class(es)	Reg./Serial No.	Filing Date Issue Date	Owner of Record	Status
5-074	United States	CHOICE CHUNKS Cl. 31	RN: 1149458 SN: 73-230121	issued: 03-24-81 filed: 09-04-79	Doane Pet Care Co.	Renewed
5-009	United States	CHOICE STARS Cl. 31	RN: 1697061 SN: 74-083054	issued: 06-23-92 filed: 07-30-90	Doane Pet Care Co.	Renewed
5-061	United States	CHOMPERS Cl. 31	RN: 1318473 SN: 73-475549	issued: 02-05-85 filed: 04-16-84	Windy Hill Pet Food Co.	Section 8 & 15 affidavits have been accepted and acknowledged
5-100	United States	COUNTRY PAL Cl. 31	RN: 1060041 SN: 73-070744	issued: 02-22-77 filed: 12-03-75	Windy Hill Pet Food Co. Recorded 3-12-98	Renewed
5-018	United States	COUNTRY PRIME Cl. 31	RN: 1993173 SN: 74-705664	issued: 08-13-96 filed: 07-25-95	Doane Pet Care Co.	Section 8 & 15 affidavits have been accepted and acknowledged
5-003	United States	DPC & DESIGN Cl. 31, 35, 40	RN: 2591948 SN: 75-563604	issued: 07/09/02 filed: 10-01-98	Doane Pet Care Enterprises, Inc.	Registered
5-064	United States	DINNER BELL Cl. 31	RN: 1416856 SN: 73-588216	issued: 11-11-86 filed: 03-17-86	Windy Hill Pet Food Co.	Section 8 & 15 affidavits have been accepted and acknowledged
5-001	United States	DOANE Cl. 35, 40	RN: 2615641 SN: 75-531821	issued: 09/03/02 filed: 08-06-98	Doane Pet Care Co.	Registered
5-002	United States	DOANE PET CARE Cl. 35, 40	RN: 2693609 SN: 75-531854	issued: 03-04-03 filed: 8-06-98	Doane Pet Care Co.	Registered
5-101	United States	DOG & DESIGN Cl. 31	RN: 1471570 SN: 73-608542	issued: 01-05-88 filed: 07-09-86	Windy Hill Pet Food Co.	Section 8 & 15 affidavits have been accepted and acknowledged



V&E docket	Country or State	Mark and Class(es)	Reg./Serial No.	Filing Date Issue Date	Owner of Record	Status
5-102	United States	DOGBURGER Cl. 31	RN: 732806 SN: 72-124888	issued: 06-12-62 filed: 07-28-61	Doane Pet Care Co.	Renewed
5-086	United States	FELINE PRINCIPLE Cl. 31	RN: 2178406 SN: 75-318036	issued: 08-04-98 filed: 07-01-97	Doane Pet Care Co.	Section 8 & 15 affidavits have been accepted and acknowledged
5-128	United States	FIELD AND SHOW Cl. 31 (for use on horse treats and horse feeds)	RN: 2759548 SN: 76-194404	issued: 09-02-03 filed: 01-16-01	Doane Pet Care Co.	Registered
5-103	United States	FIELD FORMULA Cl. 31	RN: 1089841 SN: 73-125316	issued: 04-18-78 filed: 05-04-77	Windy Hill Pet Food Co.	Renewed
5-151	United States	FRIEND'S BEST Cl. 31	RN: 2442667 SN: 76-017464	issued: 04-10-01 filed: 04-04-00	Doane Pet Care Co.	Registered
5-119	United States	G. WHISKERS (stylized) Cl. 31	RN: 1474393 SN: 73-666328	issued: 01-26-88 filed: 06-12-87	Windy Hill Pet Food Co.	Section 8 & 15 affidavits have been accepted and acknowledged
5-120	United States	G. WHISKERS (stylized) Cl. 31	RN: 1555992 SN: 73-768174	issued: 09-12-89 filed: 10-28-88	Windy Hill Pet Food Co.	Section 8 & 15 affidavits have been accepted and acknowledged
5-104	United States	GAINER Cl. 31	RN: 2236496 SN: 75-325888	issued: 04-06-99 filed: 07-17-97	Windy Hill Pet Food Co.	Registered
5-108	United States	HONOR Cl. 31	RN: 1481800 SN: 73-664229	issued: 03-22-88 filed: 06-02-87	Doane Pet Care Co.	Section 8 & 15 affidavits have been accepted and acknowledged

V&E docket	Country or State	Mark and Class(es)	Reg./Serial No.	Filing Date Issue Date	Owner of Record	Status
5-108(A)	Taiwan	HONOR	RN: SN: 84006565	issued: filed: 2-16-95	Nature's Friend, Inc.	Pending
5-125	United States	HUBBARD Cl. 31	RN: 621407 SN: 71-670929	issued: 02-14-56 filed: 08-02-54	Windy Hill Pet Food Co.	Renewed
5-127	United States	HUBBARD Cl. 5	RN: 641332 SN: 72-008849	issued: 02-12-57 filed: 05-23-56	Windy Hill Pet Food Co. Security Agreement recorded with National Australian Bank Limited	Renewed
5-127(A)	Canada	HUBBARD	RN: 431333 SN: 652918	issued: 08-05-94 filed: 03-12-90	Hubbard Milling Co.	Registered
5-112	United States	HUNTSMAN Cl. 31	RN: 1038267 SN: 73-058490	issued: 04-20-76 filed: 07-23-75	Windy Hill Pet Food Co. Recorded 3-12-98	Renewed
5-113	United States	KENNEL KRUNCHER Cl. 31	RN: 2162188 SN: 75-326064	issued: 06-02-98 filed: 07-17-97	Doane Pet Care Co.	Registered
5-114	United States	KITTY KREAM Cl. 31	RN: 2353011 SN: 75-325846	issued: 05-30-00 filed: 07-17-97	Windy Hill Pet Food Co.	Registered
5-142	United States	KRISPY KRUMBLES Cl. 31	RN: 1740076 SN: 74-272503	issued: 12-15-92 filed: 05-05-92	Doane Pet Care Co.	Renewed
5-148	United States	LAMB FLAVORED CHOMPS Cl. 31	RN: 2815160 SN: 78-235149	issued: 02-17-04 filed: 04-08-03	Doane Pet Care Co.	Registered
5-005	United States	LASSY Cl. 31	RN: 1627472 SN: 74-039282	issued: 12-11-90 filed: 03-19-90	Doane Pet Care Co.	Renewed
5-040	United States	LASSY Cl. 31	RN: 431236 SN: 71-505524	issued: 07-15-47 filed: 07-12-46	Windy Hill Pet Food Co.	Renewed

V&E docket	Country or State	Mark and Class(es)	Reg./Serial No.	Filing Date Issue Date	Owner of Record	Status
5-065	United States	MAGNUM Cl. 31	RN: 1412549 SN: 73-588215	issued: 10-07-86 filed: 3-17-86	Windy Hill Pet Food Co.	Section 8 & 15 affidavits have been accepted and acknowledged
5-154	United States	MAGNUM Cl. 31	RN: SN: 78-401652	issued: filed: 04-14-04	Doane Pet Care Co.	New Application
5-082	United States	MAIN SOURCE Cl. 31	RN: 1990382 SN: 74-564149	issued: 07-30-96 filed: 08-22-94	Doane Pet Care Co.	Section 8 & 15 affidavits have been accepted and acknowledged
5-116	United States	MEATY MEAL	RN: 1094125 SN: 73-119708	issued: 06-20-78 filed: 03-21-77	Windy Hill Pet Food Co.	Renewed
5-063	United States	MORTON Cl. 31	RN: 1341301 SN: 73-469048	issued: 06-11-85 filed: 03-07-84	Windy Hill Pet Food Co.	Section 8 & 15 affidavits have been accepted and acknowledged
5-122	United States	NUTRICARE Cl. 31	RN: 2653151 SN: 75-930729	issued: 11-26-02 filed: 02-28-00	Doane Pet Care Co.	Registered
5-137	United States	PET LOVERS AND DESIGN Cl. 31	RN: 1907910 SN: 74-440697	issued: 07-25-95 filed: 09-27-93	Doane Pet Care Co.	Section 8 & 15 affidavits have been accepted and acknowledged
5-008(A)	Canada	PROCLAIM	RN: 450594 SN: 744505	issued: 11-24-95 filed: 01-05-94	Hubbard Milling Co.	Registered
5-143	United States	PROMARK Cl. 31	RN: 1735124 SN: 74-264827	issued: 11-24-92 filed: 4-13-92	Doane Pet Care Co.	Renewed

V&E docket	Country or State	Mark and Class(es)	Reg./Serial No.	Filing Date Issue Date	Owner of Record	Status
5-089	United States	PUPPY-PAL Cl. 31	RN: 1319698 SN: 73-436880	issued: 02-12-85 filed: 07-29-83	Windy Hill Pet Food Co. Recorded 3-12-98	Section 8 & 15 affidavits have been accepted and acknowledged
5-134	United States	SIR JOHN'S (word mark) Cl. 31	RN: 2584932 SN: 76-218548	issued: 06-25-02 filed: 03-01-01	Doane Pet Care Co.	Registered
5-135	United States	SIR JOHN'S DOG FOOD AND DESIGN Cl. 31	RN: 2567142 SN: 76-218549	issued: 05-07-02 filed: 03-01-01	Doane Pet Care Co.	Registered
5-146	United States	SPECAIL T'S Cl. 31	RN: 2817428 SN: 78-230906	issued: 02-24-04 filed: 03-27-03	Doane Pet Care Co.	Registered
5-013	United States	SPORTSMAN Cl. 31	RN: 979519 SN: 72-463044	issued: 02-26-74 filed: 07-16-73	Doane Pet Care Co.	Renewed
5-017	United States	SQUARE DEAL Cl. 5	RN: 1114360 SN: 73-161226	issued: 03-06-79 filed: 03-07-78	PCDC, Inc.	Renewed
5-126	United States	SWEET LASSY Cl. 31	RN: 235240 SN: 71-251085	issued: 11-15-27 filed: 06-24-27	Windy Hill Pet Food Co. Recorded 9-5-97	Section 8 & 15 affidavits have been accepted and acknowledged
5-132	United States	TRAIL MASTER	RN: 1840056 SN: 74-268856	issued: 06-14-94 filed: 04-24-92	Doane Pet Care Co.	Registered
5-153	United States	TRAIL BLAZER	RN: SN: 78-401641	issued: filed: 04-14-04	Doane Pet Care Co.	New Application

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