

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	FORMERLY Windy Hill Pet Food Co.	10/24/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper, Inc.
Street Address:	745 Seventh Avenue
Internal Address:	16th Fl., Attn: Maritza Ospina
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	2815161	BARK N BAC'N
Registration Number:	1402410	BONKERS
Serial Number:	78466669	BOW WOW
Registration Number:	1119773	BOW WOW
Registration Number:	1088868	BOW WOW DOG FOOD BITE SIZE
Registration Number:	1952933	CANINE PRINCIPLE
Registration Number:	1149458	CHOICE CHUNKS
Registration Number:	1697061	CHOICE STARS
Registration Number:	1060041	COUNTRY PAL
Registration Number:	1993173	COUNTRY PRIME
Serial Number:	78524767	DAILY SMART BITES
Registration Number:	1416856	DINNER BELL
Registration Number:	2615641	DOANE

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Registration Number:	2693609	DOANE PET CARE
Registration Number:	1471570	
Registration Number:	732806	DOGBURGER
Registration Number:	2178406	FELINE PRINCIPLE
Registration Number:	2759548	FIELD & SHOW
Registration Number:	1089841	FIELD FORMULA
Registration Number:	2442667	FRIEND'S BEST
Registration Number:	1474393	G. WHISKERS
Registration Number:	1555992	G. WHISKERS
Registration Number:	2236496	GAINER
Registration Number:	2473186	
Registration Number:	621407	HUBBARD
Registration Number:	641332	HUBBARD
Registration Number:	1038267	HUNTSMAN
Registration Number:	790450	JAZZ
Registration Number:	2162188	KENNEL KRUNCHER
Registration Number:	2353011	KITTY KREAM
Registration Number:	1740076	KRISPY KRUMBLES
Registration Number:	2815160	LAMB FLAVORED CHOMPS
Registration Number:	1627472	LASSY
Registration Number:	431236	LASSY
Registration Number:	1412549	MAGNUM
Registration Number:	1990382	MAIN SOURCE
Registration Number:	1094125	MEATY MEAL
Registration Number:	2222943	NET PROFIT
Registration Number:	2653151	NUTRICARE
Serial Number:	78606190	OPTIMAL NUTRITION
Registration Number:	1907910	PETLOVERS
Registration Number:	1735124	PROMARK
Registration Number:	2584932	SIR JOHN'S
Registration Number:	2567142	SIR JOHN'S DOG FOOD
Serial Number:	78524653	SMART BITES
Registration Number:	2817428	SPECIAL T'S
Registration Number:	979519	SPORTSMAN
Registration Number:	235240	SWEET LASSY

Serial Number:	78401641	TRAIL BLAZER
Registration Number:	1840056	TRAIL MASTER
Serial Number:	78606158	ULTIMATE BALANCE
Serial Number:	78606174	WHOLESOME GOURMET
Serial Number:	78606203	WHOLESOME HARVEST

CORRESPONDENCE DATA

Fax Number: (212)822-5423

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

Phone: 212-530-5000

Email: jnici@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: One Chase Manhattan Plaza

Address Line 2: Rm. 4680

Address Line 4: New York, NEW YORK 10005-1413

ATTORNEY DOCKET NUMBER:	28490-15900
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	11/25/2005

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 24, 2005 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of DOANE PET CARE ENTERPRISES, INC., a Delaware corporation ("Holdings"), DOANE PET CARE COMPANY, a Delaware corporation (the "Borrower"), each of the Subsidiaries of the Borrower signatories hereto (Holdings, the Borrower and each of such Subsidiaries, together with any other Subsidiary of the Borrower that becomes a party hereto from time to time after the date hereof, the "Grantors") and LEHMAN COMMERCIAL PAPER, INC. 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 October 24, 2005 (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.

[Remainder of page intentionally left blank]

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 ENTERPRISES, INC.

By: Philip Woodliet
Name: Philip Woodliet
Title: Vice President and Chief
Financial Officer

DOANE PET CARE COMPANY

By: Philip Woodliet
Name: Philip Woodliet
Title: Vice President and Chief
Financial Officer

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

By: Philip Woodliet
Name: Doane Pet Care Company,
its sole member
Title: Vice President and Chief
Financial Officer

DPC INVESTMENT CORP.

By: Philip Woodliet
Name: Philip Woodliet
Title: Vice President and Chief
Financial Officer

DOANE MANAGEMENT CORP.

By: Philip Woodliet
Name: Philip Woodliet
Title: Vice President and Chief
Financial Officer

Accepted and Agreed:

LEHMAN COMMERCIAL PAPER, INC.
as Collateral Agent

By:  _____

Name:

Title:

WILLIAM J. HUGHES
MANAGING DIRECTOR

Doane – Trademark and Security Agreement

TRADEMARK
REEL: 003199 FRAME: 0326

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

V&E Docket	Country Or State	Mark And Class(Es)	Reg./Serial No.	Owner	Filing Date Issue Date
5-149	United States	BARK N BAC ^o N Cl. 31	RN: SN: 2815161 78-235178	Doane Pet Care Co.	Issued: 02-17-04 Filed: 04-08-03
5-131	United States	BONKERS	RN: SN: 1402410 73-383347	Windy Hill Pet Food Co.	Issued: 07-22-86 Filed: 09-02-82
5-145	Canada	BONKERS	RN: SN: 339181 499167	Doane Pet Care Co.	Issued: 04-15-88 Filed: 02-18-83
5-155	United States	BOW WOW Cl. 31	RN: SN: 78-466669	Doane Pet Care Co.	Issued: Filed: 08-12-04
5-081	United States	BOW WOW & DESIGN Cl. 31	RN: SN: 1119773 73-176221	Doane Pet Care Co.	Issued: 06-05-79 Filed: 06-27-78
5-096	United States	BOW WOW DOG FOOD BITE SIZE & DESIGN Cl. 31	RN: SN: 1088868 73-113453	Windy Hill Pet Food Co.	Issued: 04-04-78 Filed: 01-24-77
5-085	United States	CANINE PRINCIPLE Cl. 31	RN: SN: 1952933 74-620849	Doane Pet Care Co.	Issued: 01-30-96 Filed: 01-13-95

V&E Docket	Country Or State	Mark And Class(ES)	Reg./Serial No.	Owner	Filing Date Issue Date
5-074	United States	CHOICE CHUNKS Cl. 31 Supplemental Register	RN: 1149458 SN: 73-230121	Doane Pet Care Co.	Issued: 03-24-81 Filed: 09-04-79
5-009	United States	CHOICE STARS Cl. 31	RN: 1697061 SN: 74-083054	Doane Pet Care Co.	Issued: 06-23-92 Filed: 07-30-90
5-100	United States	COUNTRY PAL Cl. 31	RN: 1060041 SN: 73-070744	Windy Hill Pet Food Co.	Issued: 02-22-77 Filed: 12-03-75
5-018	United States	COUNTRY PRIME Cl. 31	RN: 1993173 SN: 74-705664	Doane Pet Care Co.	Issued: 08-13-96 Filed: 07-25-95
5-167US	United States	DAILY SMART BITES Cl. 31	RN: 78-524767 SN:	Doane Pet Care Co.	Issued: Filed: 11-30-04
5-064	United States	DINNER BELL Cl. 31	RN: 1416856 SN: 73-588216	Windy Hill Pet Food Co.	Issued: 11-11-86 Filed: 03-17-86
5-001	United States	DOANE Cl. 35, 40	RN: 2615641 SN: 75-531821	Doane Pet Care Co.	Issued: 09/03/02 Filed: 08-06-98
5-002	United States	DOANE PET CARE Cl. 35, 40	RN: 2693609 SN: 75-531854	Doane Pet Care Co.	Issued: 03-04-03 Filed: 8-06-98
5-101	United States	DOG & DESIGN Cl. 31	RN: 1471570 SN: 73-608542	Windy Hill Pet Food Co.	Issued: 01-05-88 Filed: 07-09-86
5-102	United States	DOGBURGER Cl. 31	RN: 732806 SN: 72-124888	Doane Pet Care Co.	Issued: 06-12-62 Filed: 07-28-61

V&E Docket	Country Or State	Mark And Class(ES)	Reg./Serial No.	Owner	Filing Date Issue Date
5-003	United States	DPC & DESIGN Cl. 31, 35, 40	RN: SN: 2591948 75-563604	Doane Pet Care Enterprises, Inc.	Issued: Filed: 07-09-02 10-01-98
5-086	United States	FELINE PRINCIPLE Cl. 31	RN: SN: 2178406 75-318036	Doane Pet Care Co.	Issued: Filed: 08-04-98 07-01-97
5-128	United States	FIELD AND SHOW Cl. 31 (For Use On Horse Treats And Horse Feeds)	RN: SN: 2759548 76-194404	Doane Pet Care Co.	Issued: Filed: 09-02-03 01-16-01
5-103	United States	FIELD FORMULA Cl. 31	RN: SN: 1089841 73-125316	Windy Hill Pet Food Co.	Issued: Filed: 04-18-78 05-04-77
5-151	United States	FRIEND'S BEST Cl. 31	RN: SN: 2442667 76-017464	Doane Pet Care Co.	Issued: Filed: 04-10-01 04-04-00
5-119	United States	G. WHISKERS (Stylized) Cl. 31	RN: SN: 1474393 73-666328	Windy Hill Pet Food Co.	Issued: Filed: 01-26-88 06-12-87
5-120	United States	G. WHISKERS (Stylized) Cl. 31	RN: SN: 1555992 73-768174	Windy Hill Pet Food Co.	Issued: Filed: 09-12-89 10-28-88
5-104	United States	GAINER Cl. 31	RN: SN: 2236496 75-325888	Windy Hill Pet Food Co.	Issued: Filed: 04-06-99 07-17-97
5-108(A)	Taiwan	HONOR	RN: SN: 84006565	Nature's Friend, Inc.	Issued: Filed: 2-16-95
5-172US	United States	HOUN' DAWG Design Cl. 31	RN: SN: 2473186 75-907499	Doane Pet Care Co.	Issued: Filed: 07-31-01 02-01-00

V&E Docket	Country Or State	Mark And Class(Es)	Reg./Serial No.	Owner	Filing Date Issue Date
5-125	United States	HUBBARD Cl. 31	RN: SN: 621407 71-670929	Windy Hill Pet Food Co..	Issued: Filed: 02-14-56 08-02-54
5-127	United States	HUBBARD Cl. 5	RN: SN: 641332 72-008849	Windy Hill Pet Food Co.	Issued: Filed: 02-12-57 05-23-56
5-127(A)	Canada	HUBBARD	RN: SN: 431333 652918	Hubbard Milling Co.	Issued: Filed: 08-05-94 03-12-90
5-112	United States	HUNTSMAN Cl. 31	RN: SN: 1038267 73-058490	Windy Hill Pet Food Co.	Issued: Filed: 04-20-76 07-23-75
5-159US	United States	JAZZ Cl. 31	RN: SN: 0790450 72-179400	Doane Pet Care Co.	Issued: Filed: 06-01-65 10-21-63
5-113	United States	KENNEL KRUNCHER Cl. 31	RN: SN: 2162188 75-326064	Doane Pet Care Co.	Issued: Filed: 06-02-98 07-17-97
5-114	United States	KITTY KREAM Cl. 31	RN: SN: 2353011 75-325846	Windy Hill Pet Food Co.	Issued: Filed: 05-30-00 07-17-97
5-142	United States	KRISPY KRUMBLEES Cl. 31	RN: SN: 1740076 74-272503	Doane Products Co.	Issued: Filed: 12-15-92 05-05-92
5-148	United States	LAMB FLAVORED CHOMPS Cl. 31	RN: SN: 2815160 78-235149	Doane Pet Care Co.	Issued: Filed: 02-17-04 04-08-03
5-005	United States	LASSY Cl. 31	RN: SN: 1627472 74-039282	Doane Pet Care Co.	Issued: Filed: 12-11-90 03-19-90
5-040	United States	LASSY Cl. 31	RN: SN: 431236 71-505524	Windy Hill Pet Food Co.	Issued: Filed: 07-15-47 07-12-46

V&E Docket	Country Or State	Mark And Class(Es)	Reg./Serial No.	Owner	Filing Date Issue Date
5-065	United States	MAGNUM Cl. 31	RN: SN: 1412549 73-588215	Windy Hill Pet Food Co.	Issued: Filed: 10-07-86 03-17-86
5-082	United States	MAIN SOURCE Cl. 31	RN: SN: 1990382 74-564149	Doane Pet Care Co.	Issued: Filed: 07-30-96 08-22-94
5-116	United States	MEATY MEAL	RN: SN: 1094125 73-119708	Windy Hill Pet Food Co.	Issued: Filed: 06-20-78 03-21-77
5-160US	United States	NET PROFIT Cl. 31	RN: SN: 2222943 75-466028	Doane Pet Care Co.	Issued: Filed: 02-09-99 04-10-98
5-122	United States	NUTRICARE Cl. 31	RN: SN: 2653151 75-930729	Doane Pet Care Co.	Issued: Filed: 11-26-02 02-28-00
5-170US	United States	OPTIMAL NUTRITION Cl. 31	RN: SN: 78-606190	Doane Pet Care Co.	Issued: Filed: 04-11-05
5-137	United States	PET LOVERS AND DESIGN Cl. 31	RN: SN: 1907910 74-440697	Doane Pet Care Co.	Issued: Filed: 07-25-95 09-27-93
5-008(A)	Canada	PROCLAIM	RN: SN: 450594 744505	Hubbard Milling Co.	Issued: Filed: 11-24-95 01-05-94
5-143	United States	PROMARK Cl. 31	RN: SN: 1735124 74-264827	Doane Products Co.	Issued: Filed: 11-24-92 4-13-92
5-134	United States	SIR JOHN'S (Word Mark) Cl. 31	RN: SN: 2584932 76-218548	Doane Pet Care Co.	Issued: Filed: 06-25-02 03-01-01

V&E Docket	Country Or State	Mark And Class(Es)	Reg./Serial No.	Owner	Filing Date Issue Date
5-135	United States	SIR JOHN'S DOG FOOD AND DESIGN Cl. 31	RN: 2567142 SN: 76-218549	Doane Pet Care Co.	Issued: 05-07-02 Filed: 03-01-01
5-166US	United States	SMART BITES Cl. 31	RN: SN: 78-524653	Doane Pet Care Co.	Issued: Filed: 11/30/04
5-146	United States	SPECIAL T'S Cl. 31	RN: 2817428 SN: 78-230906	Doane Pet Care Co.	Issued: 02-24-04 Filed: 03-27-03
5-013	United States	SPORTSMAN Cl. 31	RN: 979519 SN: 72-463044	Doane Pet Care Co.	Issued: 02-26-74 Filed: 07-16-73
5-017	United States	SQUARE DEAL Cl. 5	RN: 1114360 SN: 73-161226	PCDC, Inc.	Issued: 03-06-79 Filed: 03-07-78
5-126	United States	SWEET LASSY Cl. 31	RN: 235240 SN: 71-251085	Windy Hill Pet Food Co.	Issued: 11-15-27 Filed: 06-24-27
5-152ALB	Alabama	TOWN & COUNTRY Cl. 31	RN: 101291 SN: 01000833		Issued: 01-25-82 Filed: ?
5-153	United States	TRAIL BLAZER Cl. 31	RN: SN: 78-401641	Doane Pet Care Co.	Issued: Filed: 04-14-04
5-132	United States	TRAIL MASTER Cl. 31	RN: 1840056 SN: 74-268856	Doane Pet Care Co.	Issued: 06-14-94 Filed: 04-24-92
5-168US	United States	ULTIMATE BALANCE Cl. 31	RN: SN: 78-606158	Doane Pet Care Co.	Issued: Filed: 04-11-05

V&E Docket	Country Or State	Mark And Class(Es)	Reg./Serial No.	Owner	Filing Date Issue Date
5-169US	United States	WHOLE SOME GOURMET Cl. 31	RN: SN: 78-606174	Doane Pet Care Co.	Issued: Filed: 04-11-05
5-171US	United States	WHOLE SOME HARVEST Cl. 31	RN: SN: 78-606203	Doane Pet Care Co.	Issued: Filed: 04-11-05

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RECORDED: 11/25/2005