

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper, Inc.		04/12/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Doane Pet Care Company		
Street Address:	210 WESTWOOD PLACE SOUTH, Suite 300		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1627472	LASSY	
Registration Number:	431236	LASSY	
Registration Number:	235240	SWEET LASSY	
CORRESPONDENCE DATA			
Fax Number:	(713)615-5243		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	iptldocket@velaw.com		
Correspondent Name:	Cindy Y. Lee		
Address Line 1:	1001 Fannin St., Suite 2300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	DOA480/5-005, 5-040,5-126		
NAME OF SUBMITTER:	Cindy Y. Lee		
Signature:	/cindy lee/		

CH \$90.00 1627472

Date:

04/18/2006

Total Attachments: 3

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**LIMITED RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS, pursuant to (i) the Guarantee and Collateral Agreement, dated October 24, 2005 (the "Guarantee and Collateral Agreement") by and among 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, including DOANE/WINDY HILL JOINT VENTURE L.L.C., DPC INVESTMENT CORP., and DOANE MANAGEMENT CORP. (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, collectively, the "Grantors"), in favor of 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") and (ii) the Trademark Security Agreement, dated October 24, 2005 (the "TM Security Agreement"), by and among the Grantors in favor of the Collateral Agent, each Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantors' right, title and interest in, to and under the Trademark Collateral (as defined in the TM Security Agreement), which includes, in part, the trademark registrations listed on Exhibit A attached hereto (such trademark registrations listed on Exhibit A together with all extensions or renewals of each such trademark listed on Exhibit A, all common law rights associated with each such trademark listed on Exhibit A, all goodwill of the business connected with the use of, and symbolized by each such trademark listed on Exhibit A, the right to sue for past, present and future infringement or dilution of any of each such trademark listed on Exhibit A or for any injury to goodwill, and all Proceeds of each such trademark listed on Exhibit A, including without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, collectively, the "Released Trademarks");

WHEREAS, the TM Security Agreement was recorded in favor of the Collateral Agent with the United States Patent and Trademark Office on November 25, 2005, at Reel/Frame 03199/0320 with respect to the Released Trademarks;

WHEREAS, the Grantors have requested that the Collateral Agent release its security interest in and to the Released Trademarks;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Collateral Agent hereby releases to the Grantors all of the Collateral Agent's security interest in and to solely the Released Trademarks. The schedules to the Guarantee and Collateral Agreement and the TM Security Agreement are hereby deemed to be amended and modified to remove the Released Trademarks from such schedules.

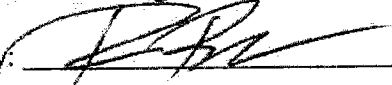
2. The Collateral Agent acknowledges and affirms that all of the obligations of the Grantors under the Guarantee and Collateral Agreement and the TM Security Agreement concerning solely the Released Trademarks are hereby discharged.

3. Nothing herein releases the Collateral Agent's security interest in and to the Collateral other than the Released Trademarks and nothing herein discharges the Grantor's obligations under the Guarantee and Collateral Agreement and the TM Security Agreement with respect to the Collateral other than the Released Trademarks.

4. This release 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 conflict of law provisions, except to the extent that the release of security interests hereunder is governed by the laws of a jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this release to be executed by its duly authorized representative on this 12th day of April, 2006.

LEHMAN COMMERCIAL PAPER, INC., DOANE PET CARE ENTERPRISES, INC., on behalf of itself and the other Grantors
as Collateral Agent

By: 

Name: RITAM BHALLA
Authorized Signatory

Title: _____

By: 

Name: Philip Woodlief

Title: VP Finance

Exhibit A
Released Trademarks

Country or State	Mark and Class(es)	Reg./Serial No.	Filing Date Issue Date
United States	LASSY Cl. 31	RN: 1627472 SN: 74/039282	issued: 12-11-90 filed: 03-19-90
United States	LASSY Cl. 31	RN: 431236 SN: 71/505524	issued: 07-15-47 filed: 07-12-46
United States	SWEET LASSY Cl. 31	RN: 235240 SN: 71/251085	issued: 11-15-27 filed 06-24-27