

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.		06/13/2006	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: 53

Property Type	Number	Word Mark
Serial Number:	71251085	SWEET LASSY
Serial Number:	71505524	LASSY
Serial Number:	71670929	HUBBARD
Serial Number:	72008849	HUBBARD
Serial Number:	72124888	DOGBURGER
Serial Number:	72179400	JAZZ
Serial Number:	72463044	SPORTSMAN
Serial Number:	73058490	HUNTSMAN
Serial Number:	73070744	COUNTRY PAL
Serial Number:	73113453	BOW WOW DOG FOOD BITE SIZE
Serial Number:	73119708	MEATY MEAL
Serial Number:	73125316	FIELD FORMULA
Serial Number:	73176221	BOW WOW
Serial Number:	73230121	CHOICE CHUNKS

CH \$1340.00 71251085

Serial Number:	73383347	BONKERS
Serial Number:	73588215	MAGNUM
Serial Number:	73588216	DINNER BELL
Serial Number:	73608542	
Serial Number:	73666328	G. WHISKERS
Serial Number:	73768174	G. WHISKERS
Serial Number:	74039282	LASSY
Serial Number:	74083054	CHOICE STARS
Serial Number:	74264827	PROMARK
Serial Number:	74268856	TRAIL MASTER
Serial Number:	74272503	KRISPY KRUMBLES
Serial Number:	74440697	PETLOVERS
Serial Number:	74564149	MAIN SOURCE
Serial Number:	74620849	CANINE PRINCIPLE
Serial Number:	74705664	COUNTRY PRIME
Serial Number:	75318036	FELINE PRINCIPLE
Serial Number:	75325846	KITTY KREAM
Serial Number:	75325888	GAINER
Serial Number:	75326064	KENNEL KRUNCHER
Serial Number:	75466028	NET PROFIT
Serial Number:	75531821	DOANE
Serial Number:	75531854	DOANE PET CARE
Serial Number:	75907499	
Serial Number:	75930729	NUTRICARE
Serial Number:	76017464	FRIEND'S BEST
Serial Number:	76194404	FIELD & SHOW
Serial Number:	76218548	SIR JOHN'S
Serial Number:	76218549	SIR JOHN'S DOG FOOD
Serial Number:	78230906	SPECIAL T'S
Serial Number:	78235149	LAMB FLAVORED CHOMPS
Serial Number:	78235178	BARK N BAC'N
Serial Number:	78401641	TRAIL BLAZER
Serial Number:	78466669	BOW WOW
Serial Number:	78524653	SMART BITES
Serial Number:	78524767	DAILY SMART BITES

Serial Number:	78606158	ULTIMATE BALANCE
Serial Number:	78606174	WHOLESOME GOURMET
Serial Number:	78606190	OPTIMAL NUTRITION
Serial Number:	78606203	WHOLESOME HARVEST

CORRESPONDENCE DATA

Fax Number: (713)615-5243

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

Phone: 713-758-2732

Email: iptldocket@velaw.com

Correspondent Name: Peter E. Mims

Address Line 1: 1001 Fannin St., Suite 2300

Address Line 2: Vinson & Elkins, L.L.P., First City Tower

Address Line 4: Houston, TEXAS 77002-6760

ATTORNEY DOCKET NUMBER:	DOA480/1
NAME OF SUBMITTER:	Jessica Greeney, Paralegal
Signature:	/Jessica Greeney/
Date:	08/23/2006

Total Attachments: 6

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**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 pledged and 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), including, without limitation, the trademark applications and trademark registrations listed on Exhibits A attached hereto;

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/Frames 3199/0320; 3199/0334.

WHEREAS, on October 24, 2005, the Grantors fulfilled all of their obligations under the Guarantee and Collateral Agreement and the TM Security Agreement, and the Collateral Agent wishes to release its security interest in and to the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

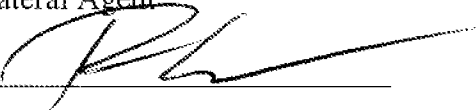
1. The Collateral Agent hereby releases to the Grantors all of the Collateral Agent's security interest in and to the Trademark Collateral.

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 the Trademark Collateral are hereby discharged.

3. 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.

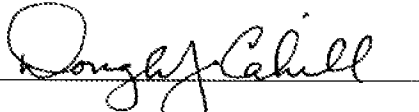
IN WITNESS WHEREOF, the Collateral Agent has caused this release to be executed by its duly authorized representative on this 13th day of June, 2006.

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

By: 

Name: RITAM BHALLA
Authorized Signatory

Title: _____

By: 

Name: Douglas J. Cahill

Title: President and CEO

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Exhibit A
Trademarks

- 1 Serial #: 71251085 Filing Dt: 06/24/1927 Reg #: 0235240 Reg. Dt: 11/15/1927
Mark: SWEET LASSY
- 2 Serial #: 71505524 Filing Dt: 07/12/1946 Reg #: 0431236 Reg. Dt: 07/15/1947
Mark: LASSY
- 3 Serial #: 71670929 Filing Dt: 08/02/1954 Reg #: 0621407 Reg. Dt: 02/14/1956
Mark: HUBBARD
- 4 Serial #: 72008849 Filing Dt: 05/23/1956 Reg #: 0641332 Reg. Dt: 02/12/1957
Mark: HUBBARD
- 5 Serial #: 72124888 Filing Dt: 07/28/1961 Reg #: 0732806 Reg. Dt: 06/12/1962
Mark: DOGBURGER
- 6 Serial #: 72179400 Filing Dt: 10/21/1963 Reg #: 0790450 Reg. Dt: 06/01/1965
Mark: JAZZ
- 7 Serial #: 72463044 Filing Dt: 07/16/1973 Reg #: 0979519 Reg. Dt: 02/26/1974
Mark: SPORTSMAN
- 8 Serial #: 73058490 Filing Dt: 07/23/1975 Reg #: 1038267 Reg. Dt: 04/20/1976
Mark: HUNTSMAN
- 9 Serial #: 73070744 Filing Dt: 12/03/1975 Reg #: 1060041 Reg. Dt: 02/22/1977
Mark: COUNTRY PAL
- 10 Serial #: 73113453 Filing Dt: 01/24/1977 Reg #: 1088868 Reg. Dt: 04/04/1978
Mark: BOW WOW DOG FOOD BITE SIZE
- 11 Serial #: 73119708 Filing Dt: 03/21/1977 Reg #: 1094125 Reg. Dt: 06/20/1978
Mark: MEATY MEAL
- 12 Serial #: 73125316 Filing Dt: 05/04/1977 Reg #: 1089841 Reg. Dt: 04/18/1978
Mark: FIELD FORMULA
- 13 Serial #: 73176221 Filing Dt: 06/27/1978 Reg #: 1119773 Reg. Dt: 06/05/1979
Mark: BOW WOW
- 14 Serial #: 73230121 Filing Dt: 09/04/1979 Reg #: 1149458 Reg. Dt: 03/24/1981
Mark: CHOICE CHUNKS
- 15 Serial #: 73383347 Filing Dt: 09/02/1982 Reg #: 1402410 Reg. Dt: 07/22/1986
Mark: BONKERS
- 16 Serial #: 73588215 Filing Dt: 03/17/1986 Reg #: 1412549 Reg. Dt: 10/07/1986

- Mark: MAGNUM
- 17 Serial #: 73588216 Filing Dt: 03/17/1986 Reg #: 1416856 Reg. Dt: 11/11/1986
Mark: DINNER BELL
- 18 Serial #: 73608542 Filing Dt: 07/09/1986 Reg #: 1471570 Reg. Dt: 01/05/1988
Mark:
- 19 Serial #: 73666328 Filing Dt: 06/12/1987 Reg #: 1474393 Reg. Dt: 01/26/1988
Mark: G. WHISKERS
- 20 Serial #: 73768174 Filing Dt: 10/28/1988 Reg #: 1555992 Reg. Dt: 09/12/1989
Mark: G. WHISKERS
- 21 Serial #: 74039282 Filing Dt: 03/19/1990 Reg #: 1627472 Reg. Dt: 12/11/1990
Mark: LASSY
- 22 Serial #: 74083054 Filing Dt: 07/30/1990 Reg #: 1697061 Reg. Dt: 06/23/1992
Mark: CHOICE STARS
- 23 Serial #: 74264827 Filing Dt: 04/13/1992 Reg #: 1735124 Reg. Dt: 11/24/1992
Mark: PROMARK
- 24 Serial #: 74268856 Filing Dt: 04/24/1992 Reg #: 1840056 Reg. Dt: 06/14/1994
Mark: TRAIL MASTER
- 25 Serial #: 74272503 Filing Dt: 05/05/1992 Reg #: 1740076 Reg. Dt: 12/15/1992
Mark: KRISPY KRUMBLES
- 26 Serial #: 74440697 Filing Dt: 09/27/1993 Reg #: 1907910 Reg. Dt: 07/25/1995
Mark: PETLOVERS
- 27 Serial #: 74564149 Filing Dt: 08/22/1994 Reg #: 1990382 Reg. Dt: 07/30/1996
Mark: MAIN SOURCE
- 28 Serial #: 74620849 Filing Dt: 01/13/1995 Reg #: 1952933 Reg. Dt: 01/30/1996
Mark: CANINE PRINCIPLE
- 29 Serial #: 74705664 Filing Dt: 07/25/1995 Reg #: 1993173 Reg. Dt: 08/13/1996
Mark: COUNTRY PRIME
- 30 Serial #: 75318036 Filing Dt: 07/01/1997 Reg #: 2178406 Reg. Dt: 08/04/1998
Mark: FELINE PRINCIPLE
- 31 Serial #: 75325846 Filing Dt: 07/17/1997 Reg #: 2353011 Reg. Dt: 05/30/2000
Mark: KITTY KREAM
- 32 Serial #: 75325888 Filing Dt: 07/17/1997 Reg #: 2236496 Reg. Dt: 04/06/1999
Mark: GAINER

- 33 Serial #: 75326064 Filing Dt: 07/17/1997 Reg #: 2162188 Reg. Dt: 06/02/1998
Mark: KENNEL KRUNCHER
- 34 Serial #: 75466028 Filing Dt: 04/10/1998 Reg #: 2222943 Reg. Dt: 02/09/1999
Mark: NET PROFIT
- 35 Serial #: 75531821 Filing Dt: 08/06/1998 Reg #: 2615641 Reg. Dt: 09/03/2002
Mark: DOANE
- 36 Serial #: 75531854 Filing Dt: 08/06/1998 Reg #: 2693609 Reg. Dt: 03/04/2003
Mark: DOANE PET CARE
- 37 Serial #: 75907499 Filing Dt: 02/01/2000 Reg #: 2473186 Reg. Dt: 07/31/2001
Mark:
- 38 Serial #: 75930729 Filing Dt: 02/28/2000 Reg #: 2653151 Reg. Dt: 11/26/2002
Mark: NUTRICARE
- 39 Serial #: 76017464 Filing Dt: 04/04/2000 Reg #: 2442667 Reg. Dt: 04/10/2001
Mark: FRIEND'S BEST
- 40 Serial #: 76194404 Filing Dt: 01/16/2001 Reg #: 2759548 Reg. Dt: 09/02/2003
Mark: FIELD & SHOW
- 41 Serial #: 76218548 Filing Dt: 03/01/2001 Reg #: 2584932 Reg. Dt: 06/25/2002
Mark: SIR JOHN'S
- 42 Serial #: 76218549 Filing Dt: 03/01/2001 Reg #: 2567142 Reg. Dt: 05/07/2002
Mark: SIR JOHN'S DOG FOOD
- 43 Serial #: 78230906 Filing Dt: 03/27/2003 Reg #: 2817428 Reg. Dt: 02/24/2004
Mark: SPECIAL T'S
- 44 Serial #: 78235149 Filing Dt: 04/08/2003 Reg #: 2815160 Reg. Dt: 02/17/2004
Mark: LAMB FLAVORED CHOMPS
- 45 Serial #: 78235178 Filing Dt: 04/08/2003 Reg #: 2815161 Reg. Dt: 02/17/2004
Mark: BARK N BAC'N
- 46 Serial #: 78401641 Filing Dt: 04/14/2004 Reg #: 3015121 Reg. Dt: 11/15/2005
Mark: TRAIL BLAZER
- 47 Serial #: 78466669 Filing Dt: 08/12/2004 Reg #: NONE Reg. Dt:
Mark: BOW WOW
- 48 Serial #: 78524653 Filing Dt: 11/30/2004 Reg #: NONE Reg. Dt:
Mark: SMART BITES
- 49 Serial #: 78524767 Filing Dt: 11/30/2004 Reg #: NONE Reg. Dt:
Mark: DAILY SMART BITES

50 Serial #: 78606158 Filing Dt: 04/11/2005 Reg #: NONE Reg. Dt:
Mark: ULTIMATE BALANCE

51 Serial #: 78606174 Filing Dt: 04/11/2005 Reg #: NONE Reg. Dt:
Mark: WHOLESOME GOURMET

52 Serial #: 78606190 Filing Dt: 04/11/2005 Reg #: NONE Reg. Dt:
Mark: OPTIMAL NUTRITION

53 Serial #: 78606203 Filing Dt: 04/11/2005 Reg #: NONE Reg. Dt:
Mark: WHOLESOME HARVEST

54 Serial #: 75563604 Filing Dt: 10/01/1998 Reg #: 2591948 Reg. Dt: 07/09/2002
Mark: DPC