

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interests at Reel/Frame Nos. 1436/0960, 1442/0507, 1442/0582, and 1717/0449

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association (as successor by merger with Mercantile Bank of St. Louis National Association)		06/15/2005	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Doane Pet Care Company, f/k/a DPC Transition Corp.
<b>Street Address:</b>	210 Westwood Place South
<b>City:</b>	Brentwood
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37027
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1740076	KRISPY KRUMBLES

**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

<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>Signature:</b>	/Rhonda DeLeon/

OP \$40.00 1740076

Date:

06/16/2005

**Total Attachments: 3**

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

This RELEASE, dated as of June 15, 2005, is made by U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor by merger with MERCANTILE BANK OF ST. LOUIS NATIONAL ASSOCIATION (in such capacity, the "Agent"), pursuant to the termination of the Revolving Credit and Term Loan Agreement (the "Loan Agreement"), by and among, the Agent and DPC TRANSITION CORP., a Delaware corporation (the "Borrower").

**WITNESSETH**

WHEREAS, pursuant to the Loan Agreement and the Patent and Trademark Collateral Assignment and Security Agreement (the "Security Agreement") by and among the Borrower and the Agent, dated October 5, 1995 and recorded with the U.S. Patent and Trademark Office on October 13, 1995 at Reel/Frame No. 1436/0960 and on March 12, 1996 at Reel/Frame No. 1442/0582, the Borrower granted the Agent a security interest in its trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, common law rights in and to the trademarks together with the goodwill of the Borrower's business connected with the use of, and symbolized by, the trademarks (the "Trademark Collateral");

WHEREAS, pursuant to the Loan Agreement and the Amendment to Patent and Trademark Collateral Assignment and Security Agreement by and among the Borrower and the Agent, dated April 13, 1998 (the "Amended Security Agreement") and recorded with the U.S. Patent and Trademark Office on April 21, 1998 at Reel/Frame No. 1717/0449, the Borrower granted the Agent a security interest in the Trademark Collateral;

WHEREAS, the Agent acknowledges full payment, complete performance and satisfaction of all obligations made pursuant to the Loan Agreement secured by the Security Agreement and the Amended Security Agreement have been made;

WHEREAS, the Borrower has requested that the Agent release its security interest in the Trademarks, as defined in the Security Agreement in connection with the termination of the Loan Agreement, the Security Agreement, and the Amended Security Agreement (the "Released Collateral").

NOW, THEREFORE, in consideration of the foregoing, the Agent hereby RELEASES, without recourse, all of its security interest in the Trademarks, listed on Schedule A attached hereto and incorporated herein by reference, and any other collateral described in the Security Agreement and the Amended Security Agreement.

The Agent agrees to provide the Borrower with any information and additional authorization necessary to effect the release of its security interest in the Released Collateral.

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION,

as Agent

By: *Karen Meyer*

Name: Karen Meyer

Title: Vice President

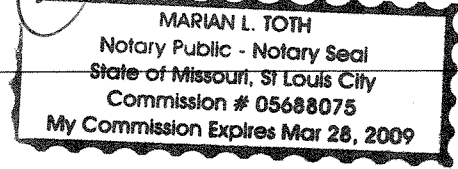
CERTIFICATION OF ACKNOWLEDGMENT

STATE OF MISSOURI )  
~~COUNTY OF ST. LOUIS~~ ) ss:  
CITY

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 15<sup>th</sup> day of JUNE, 2005, personally appeared KAREN MEYER who, being by me duly sworn, deposes and says that he/she is the VICE PRESIDENT of U.S. BANK NATIONAL ASSOCIATION, a national banking association, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

*Marian L. Toth*  
Notary Public

My Commission Expires:



SCHEDULE "A"

DOANE PET CARE COMPANY

Mark	Application No. Filing Date	Registration No. Registration Date
KRISPY KRUMBLES	74/272,503 05/05/92	1,740,076 12/15/92