

03-03-1999



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

REC

100978622

1160 2-26-99

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DARLING INTERNATIONAL INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: BankBoston, N.A.

Internal Address: _____

Street Address: 100 Federal Street, MA BOS 01-06-01

City: Boston State: Massachusetts ZIP: 02110

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - State _____
 Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:
Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 29, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

74/359,703 75/510,650
74/359,705 75/510,949
74/359,706 75/511,108
74/694,582 75/511,109
75/270,633 75/511,204
75/424,531 75/511,239
75/471,207

B. Trademark registration No.(s)

118,391
517,063
2,076,211
2,144,802
2,149,597
2,173,792
2,182,756
2,204,928

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Kevin Gray
Jenkins & Gilchrist, P.C.
Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41): \$ 540.00

Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

J. Kevin Gray
Name of Person Signing

Signature

2/25/99
Date

Total number of pages comprising cover sheet: 10

02/1999 JMRKIS 00000319 74359783
50.00
50.00

TRADEMARK SECURITY AGREEMENT

WHEREAS, Darling International Inc., a Delaware corporation (the "Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, the lenders named therein (the "Banks"), and BankBoston, N. A., as agent for the Secured Parties (as defined in the Credit Agreement described below) (the "Agent"), are parties to that certain Amended and Restated Credit Agreement dated as of January 22, 1999 (as such agreement may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Grantor by the Banks; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of January 22, 1999 (as such agreement may be amended and in effect from time to time, the "Security Agreement"), between the Grantor and the Agent, the Grantor has granted to the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in certain assets of the Grantor, including, without limitation, all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications, and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by the Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration, and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations, or extensions thereof), and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration, and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future (a) infringement or dilution of any Trademark or Trademark registration, including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the

Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1, and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 22nd day of January, 1999.

29th

Acknowledged:

GRANTOR:

DARLING INTERNATIONAL INC.

By: 
Brad Phillips
Treasurer

SECURED PARTY:

BANKBOSTON, N. A., as Agent

By: _____
Peter Haley
Vice President

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the ~~22~~²⁹nd day of January, 1999.

Acknowledged:

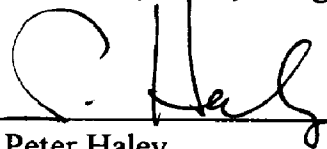
GRANTOR:

DARLING INTERNATIONAL INC.

By: _____
Brad Phillips
Treasurer

SECURED PARTY:

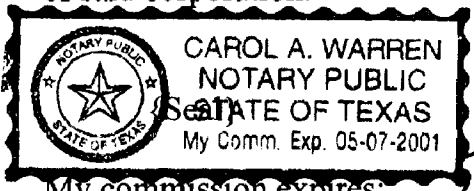
BANKBOSTON, N. A., as Agent

By: _____

Peter Haley
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On the 29th day of January, 1999 before me personally appeared Brad Phillips, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Treasurer of Darling International Inc., who being by me duly sworn did depose and say that he is Treasurer of Darling International Inc., the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors, that he signed his name thereto by like order, and that he acknowledged said instrument to be the free act and deed of said corporation.



Carol A. Warren
Notary Public

My commission expires: 5/7/2001

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

On the ____ day of _____, 1999 before me personally appeared Peter Haley, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of BankBoston, N. A., who being by me duly sworn did depose and say that he is Vice President of BankBoston, N. A., the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors, that he signed his name thereto by like order, and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On the ___ day of _____, 1999 before me personally appeared Brad Phillips, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Treasurer of Darling International Inc., who being by me duly sworn did depose and say that he is Treasurer of Darling International Inc., the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors, that he signed his name thereto by like order, and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF Massachusetts)
)
COUNTY OF Suffolk)

On the 29 day of January, 1999 before me personally appeared Peter Haley, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of BankBoston, N. A., who being by me duly sworn did depose and say that he is Vice President of BankBoston, N. A., the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors, that he signed his name thereto by like order, and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}



Notary Public

My commission expires: 11/15/02

Schedule 1
to Trademark
Security Agreement

TRADEMARKS				
Owner of Record	Trademark	Serial No.	Filing Date	Country of Registration
Darling International Inc.	DAIRY BOSS	74/359,703	02.17.93	U.S.
Darling International Inc.	HI EN	74/359,705	02.17.93	U.S.
Darling International Inc.	BEEF BOSS	74/359,706	02.17.93	U.S.
Darling International Inc.	Miscellaneous Design (Triangle)	517,063	11.01.49	U.S.
Darling International Inc.	Boss Hogg	2,149,597	04.07.98	U.S.
Darling International Inc.	CleanStar 2000	2,076,211	07.01.97	U.S.
Darling International Inc.	Dairy Boss	2,144,802	03.17.98	U.S.
Darling International Inc.	Darling	118,391	09.04.17	U.S.
Darling International Inc.	Esteem	2,173,792	07.14.98	U.S.
Darling International Inc.	Miscellaneous Design (New Triangle Design)	2,204,928	11.24.98	U.S.
Darling International Inc.	Promeal	2,182,756	08.18.98	U.S.
Darling International Inc.	Aqua Plus	SN75/511,109	06.30.98	U.S.
Darling International Inc.	C-Food	SN75/424, 531	01.27.98	U.S.
Darling International Inc.	C-Meal	SN75/471,207	04.21.98	U.S.
Darling International Inc.	CleanStar	SN74/694,582	06.27.95	U.S.
Darling International Inc.	Darling Restaurant Services	SN75/511,204	06.30.98	U.S.
Darling International Inc.	Peptide Plus	SN75/270,633	03.25.97	U.S.
Darling International Inc.	Potency Pass	SN75/511,108	06.30.98	U.S.
Darling International Inc.	Sea Meal	SN75/510,650	06.30.98	U.S.
Darling International Inc.	Sweet Pass	SN75/511,239	06.30.98	U.S.
Darling International Inc.	The Grease Team	SN75/510,949	06.30.98	U.S.
Darling International Inc.	Esteem	1,180,256	06.07.98	China
Darling International Inc.	Esteem	412,959	06.05.97	Indonesia

TRADEMARKS

Owner of Record	Trademark	Serial No.	Filing Date	Country of Registration
Darling International Inc.	Esteem	405,492	06.19.98	Korea
Darling International Inc.	Esteem	549,373	05.27.97	Mexico
Darling International Inc.	Peptide Plus	10773/1998	10.21.98	Hong Kong
Darling International Inc.	Peptide Plus	424,597	10.09.98	Korea
Darling International Inc.	Peptide Plus	562,438	10.31.97	Mexico
Darling International Inc.	Boss Hogg	SN787,059	06.27.95	Canada
Darling International Inc.	C-Meal	No Serial No. Yet	New application	Mexico
Darling International Inc.	C-Meal	No Serial No. Yet	New application	Philippines
Darling International Inc.	C-Meal	No Serial No. Yet	New application	Thailand
Darling International Inc.	Darling Restaurant Services	No Serial No. Yet	New application	Canada
Darling International Inc.	Esteem	SN844,186	5.05.97	Canada
Darling International Inc.	Esteem	SN106,747	05.05.97	Egypt
Darling International Inc.	Esteem	SN112834/97	05.06.97	Japan
Darling International Inc.	Esteem	SN97-05509	04.29.97	Malaysia
Darling International Inc.	Esteem	SN120,514	05.09.97	Philippines
Darling International Inc.	Esteem	SN86-021753	05.02.97	Taiwan
Darling International Inc.	Esteem	SN333,854	05.08.97	Thailand
Darling International Inc.	Peptide Plus	SN855,053	09.07.97	Canada
Darling International Inc.	Peptide Plus	SN970092164	09.02.97	China
Darling International Inc.	Peptide Plus	SN108,623	07.26.97	Egypt
Darling International Inc.	Peptide Plus	SND97-19074	09.08.97	Indonesia
Darling International Inc.	Peptide Plus	SN153177/97	09.01.97	Japan
Darling International Inc.	Peptide Plus	SN97-13765	09.24.97	Malaysia
Darling International Inc.	Peptide Plus	SN125,036	09.24.97	Philippines
Darling International Inc.	Peptide Plus	SN86-48943	09.20.97	Taiwan

TRADEMARKS

Owner of Record	Trademark	Serial No.	Filing Date	Country of Registration
Darling International Inc.	Peptide Plus	No Serial No. Yet		Thailand
Darling International Inc.	Promeal	SN830,370	11.29.96	Canada
Darling International Inc.	Sea Meal	No Serial No. Yet	New application	Canada
Darling International Inc.	The Grease Team	No Serial No. Yet	New application	Canada