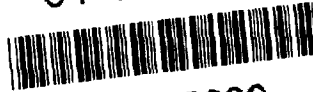


04-08-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101005639

AP-

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

1. Name of conveying party(ies):

DARLING RESTAURANT SERVICES, INC.

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

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 22, 1999

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

Name: BankBoston, N.A., as Agent

Internal Address: _____

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,705,424

Additional numbers attached? ☐ Yes ☒ No

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

Name: J. Kevin GrayJenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200City: Dallas State: Texas Zip: 75202-27996. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):

\$ 40.00☒ 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

Date

Total number of pages comprising cover sheet:

5

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TRADEMARK
REEL: 1879 FRAME: 0933

TRADEMARK SECURITY AGREEMENT

WHEREAS, Darling Restaurant Services, 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.

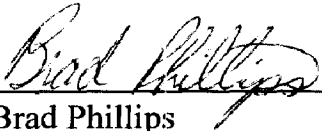
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 22nd day of January, 1999.

Acknowledged:

GRANTOR:

DARLING RESTAURANT SERVICES, INC.

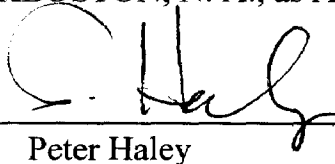
By: _____


Brad Phillips
Treasurer

SECURED PARTY:

BANKBOSTON, N. A., as Agent

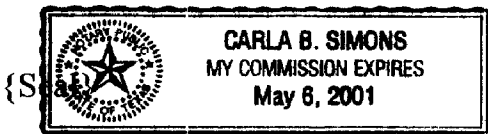
By: _____


Peter Haley
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On the 4th day of March, 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 Restaurant Services, Inc., who being by me duly sworn did depose and say that he is Treasurer of Darling Restaurant Services, 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.



Carla B. Simons
Notary Public

My commission expires: May 6, 2001

ACKNOWLEDGMENT

STATE OF Mass)
)
COUNTY OF Suffolk)

On the 9th day of March, 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}

Joan E. Johnson
Notary Public

My commission expires: JOAN E. JOHNSON, Notary Public
My Commission Expires April 2, 2004

Schedule 1
to Trademark
Security Agreement

TRADEMARKS				
Owner of Record	Trademark	Serial No.	Filing Date	Country of Registration
Darling Restaurant Services, Inc.	TORVAC	74-123,258	12/14/90	U.S.