

FORM PTO 018A
EXPIRES 06/30/01
OMB 0651-0027

04-26-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRI
4.6.01



101690413

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other Amendment to Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name Darling International Inc. Execution Date
Month Day Year 01292001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached 1705424

Name Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1) 5950 Sherry Lane

Address (line 2) Ste. 300

Address (line 3) Dallas City Texas State/Country USA 75225 Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

04/25/2001 AAHMED1 00000247 500709 1705424
01 FC#481 40.00 CH

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002280 FRAME: 0806

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(202) 457-6549

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1705424"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

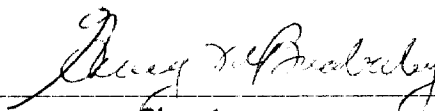
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

George M. Borababy



4/5/01

Name of Person Signing

Signature

Date Signed



FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), dated as of July 22, 1999, is between Darling International Inc., a Delaware corporation (the "Grantor") and Fleet National Bank (successor in interest by merger to BankBoston, N.A.), as agent for the Secured Parties (as defined in the Credit Agreement described below) (the "Agent").

RECITALS:

WHEREAS, the Grantor, the lenders named therein (the "Lenders"), and 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 Lenders; and

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement dated as of January 22, 1999 and recorded April 2, 1999 in the U.S. Patent and Trademark Records under Reel 1879, Frame 0933 (as such agreement may be amended and in effect from time to time, the "Security Agreement") between Darling Restaurant Services, Inc., a Delaware corporation ("DRS"), and the Agent, DRS has granted to the Agent, for the benefit of the Secured Parties, a security interest in certain assets of DRS, including, without limitation, all right, title, and interest of DRS in, to, and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement, including, without limitation, those Trademarks listed on Schedule 1 annexed hereto), Trademark registrations, Trademark applications, and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by DRS's Trademarks, and all proceeds thereof (collectively, the "Collateral"); and

WHEREAS, DRS is being dissolved and has transferred the ownership of the Collateral to Grantor pursuant to a Nunc Pro Tunc Assignment dated as of July 22, 1999 and recorded in the U.S. Patent and Trademark Records on February 15, 2000 under Reel 2035, Frame 142, subject to the liens created by the Security Agreement; and

WHEREAS, Grantor and Agent now desire to amend the Security Agreement as herein set forth.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows effective as of the date hereof unless otherwise indicated:

ARTICLE 1
Definitions

Section 1.1 **Definitions**. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Security Agreement, as amended hereby.

ARTICLE 2
Amendments

Section 2.1 **Amendment**. The name of the grantor under the Security Agreement is changed to read "Darling International Inc., a Delaware corporation." In that connection, Grantor hereby assumes the Security Agreement and agrees that the liens and security interests created thereby shall continue in the Collateral uninterrupted and shall secure the Obligations (as defined in the Credit Agreement), notwithstanding anything in the Security Agreement to the contrary. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Security Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Security Agreement are ratified and confirmed and shall continue in full force and effect. Grantor and Agent (on behalf of Lenders) agree that the Security Agreement as amended hereby continues to be legal, valid, binding and enforceable in accordance with its terms.

ARTICLE 3
Miscellaneous

Section 3.1 **Reference to Agreement**. Each of the Loan Documents, including the Security Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Security Agreement as amended hereby, are hereby amended so that any reference in such Loan Documents to the Security Agreement shall mean a reference to the Security Agreement as amended hereby.

Section 3.2 **Severability**. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 3.3 **Applicable Law**. This Amendment and all other Loan Documents executed pursuant hereto shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America.

Section 3.4 **Successors and Assigns**. This Amendment is binding upon and shall inure to the benefit of Agent, each Lender and Grantor and their respective successors and assigns, except Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Lenders.

Section 3.5 Counterparts. This Amendment may be executed in one or more counterparts and on telecopy counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

Section 3.6 Effect of Waiver. No consent or waiver, express or implied, by Agent or any Lender to or for any breach of or deviation from any covenant, condition or duty by Grantor or any Obligated Party (as defined in the Credit Agreement) shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

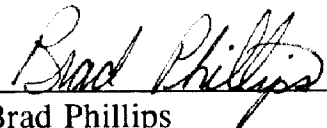
Section 3.7 Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

Section 3.8 ENTIRE AGREEMENT. THIS AMENDMENT EMBODIES THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

Executed as of the date first written above.

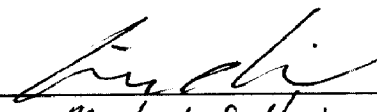
GRANTOR:

DARLING INTERNATIONAL INC.

By: 
Brad Phillips
Treasurer

SECURED PARTY:

FLEET NATIONAL BANK (successor in interest by merger to BankBoston, N.A.), as Agent

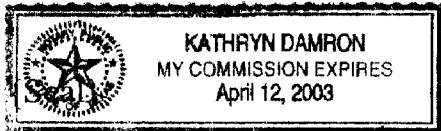
By: 
Name: Michael S. Haines
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

Before me, the undersigned authority, on this day personally appeared Brad Phillips, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Treasurer for Darling International Inc., a Delaware corporation, on behalf of said corporation and in the capacity stated.

Give under my hand and seal of office this 29th day of January, 2001.



Kathryn Damron
Notary Public
in and for the State of Texas

My commission expires: _____

ACKNOWLEDGMENT

STATE OF Connecticut)
)
COUNTY OF Hartford)

Before me, the undersigned authority, on this day personally appeared Michael S. Hoines, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Senior Vice President for Fleet National Bank (successor in interest by merger to BankBoston, N.A.), a national banking association, on behalf of said association and in the capacity stated.

Give under my hand and seal of office this 10 day of February, 2001.

{Seal}

Lois Christensen
Notary Public
in and for the State of Connecticut

My commission expires: WALTER A. HAYES INTERIM
NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 21, 2004

Schedule 1
to Trademark
Security Agreement

TRADEMARKS				
Owner of Record	Trademark	Serial No.	Filing Date	Country of Registration
Darling International Inc.	TORVAC	74-123,258 1,705,1904	12/14/90	U.S.