



06-13-2002



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-100
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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. **5-24-02**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State 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: May 10, 2002

2. Name and address of receiving party(ies)

Name: Credit Lyonnais New York Branch as Agent

Internal Address: _____

Street Address: 1301 Avenue of the Americas

City: New York State: NY Zip: 10019

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other licensed under New York Banking Law

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations 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)

2,369,226 C-MEAL

Additional number(s) attached Yes No

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

Name: Brian J. Hubbard

Internal Address: Haynes and Boone, LLP

Street Address: 901 Main Street, Suite 3100

City: Dallas State: Texas Zip: 75202

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41)..... \$365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-1394

(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.

Brian J. Hubbard

Brian J. Hubbard
Signature

May 21, 2002
Date

Name of Person Signing

00000243 2369226

Total number of pages including cover sheet, attachments, and document: **11**

06/12/2002 DBYRNE

FC:481
FC:482

40.00
325.00 OP

documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

D912851.1

DOCKET NO.: 9794.414:05

TRADEMARK
REEL: 002524 FRAME: 0495

TRADEMARK RECORDATION FORM COVER SHEET

4.B. (cont.)

Trademark	Registration No.
CLEANSTAR	2,345,825
THE GREASE TEAM	2,344,569
DARLING RESTAURANT SERVICES	2,342,415
PEPTIDE PLUS	2,241,902
Miscellaneous Design (New Triangle Design)	2,204,928
PROMEAL	2,182,756
ESTEEM	2,173,792
BOSS HOG	2,149,597
DAIRY BOSS	2,144,802
CLEANSTAR 2000	2,076,211
TORVAC	1,705,424
Miscellaneous Design (Triangle)	517,063
DARLING	118,391

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "**Agreement**") is executed as of May 10, 2002, by DARLING INTERNATIONAL INC., a Delaware corporation ("**Debtor**"), whose address is 251 O'Connor Ridge Blvd., Suite 300, Irving, Texas 75038 and CREDIT LYONNAIS NEW YORK BRANCH, a duly licensed branch under the New York Banking Law of a foreign banking corporation organized under the laws of the Republic of France (in its capacity as Agent) ("**Secured Party**") whose address is 1301 Avenue of the Americas, New York, New York 10019.

RECITALS

A. On the date hereof, an Amended and Restated Credit Agreement (as amended, modified, supplemented, or restated from time to time, the "**Credit Agreement**") has been entered into among Debtor, Secured Party, and certain banks now or hereafter party thereto;

B. In connection with the Credit Agreement, an Amended and Restated Security Agreement (as amended, modified, supplemented, or restated from time to time, the "**Security Agreement**") has been entered into as of the date hereof, among Debtor and Secured Party, whereby Debtor granted to Secured Party a security interest in certain assets of Debtor, including, without limitation, the Trademark Collateral (as defined below) to secure the payment of the Obligations;

C. Subject to the terms and conditions set forth below, Debtor and Secured Party desire to enter into this Agreement in order to further evidence the security interest of Secured Party in the Trademark Collateral (as defined below); and

D. This Agreement is integral to the transactions contemplated by the Loan Documents.

ACCORDINGLY, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 Defined Terms. Capitalized terms used and not otherwise defined herein shall have the same meanings as set forth in the Credit Agreement. Terms used herein which are defined in the UCC, unless otherwise defined herein or in the Credit Agreement, shall have their meanings as set forth in the UCC.

SECTION 2 Security Interest. In order to secure the full and complete payment and performance of the Obligations when due, Debtor hereby grants to Secured Party a security interest in all of Debtor's rights, titles, and interests in and to the Trademark Collateral (defined below) and pledges the Trademark Collateral to Secured Party, all upon and subject to the terms and conditions of this Agreement. Such security interest is granted and pledge is made as security only and shall not subject Secured Party to, or transfer or in any way affect or modify, any obligation of Debtor with respect to any of the Trademark Collateral or any transaction involving or giving rise thereto. If the grant or pledge of any specific item of the Trademark Collateral is expressly prohibited by any contract, then the security interest and pledge created

hereby nonetheless remains effective to the extent allowed by the UCC or other applicable Law, but is otherwise limited by that prohibition.

SECTION 3. Trademark Collateral. As used herein, the term "**Trademark Collateral**" means the following items and types of property, wherever located, now owned or in the future existing or acquired by Debtor, and all proceeds and products thereof, and any substitutes or replacements therefor:

(a) All trademarks, trademark licenses, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other business identifiers, all registrations, recordings, and applications thereof, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including, without limitation, the registered Trademarks set forth on **Schedule 1**; (b) all reissues, extensions, and renewals thereof; (c) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing, in each case, whether now owned or hereafter acquired by Debtor.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit and the benefit of the Banks under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.


SECTION 7. Renewal. Debtor acknowledges that this Security Agreement has been given in amendment, renewal, restatement and confirmation of Debtor's obligations, covenants, and agreements contained in the Trademark Security dated as of January 29, 1999 (the "**Original Trademark Security Agreement**") between Debtor and BankBoston, N.A., as predecessor agent to Secured Party. Debtor further confirms and agrees that neither the execution of the Credit Agreement or any other Loan Document, nor the consummation of the transactions described therein, shall in any way affect the liens under the Original Trademark Security Agreement, and the obligations, liens, and security interests evidenced by the Original Trademark Security Agreement continue in full force and effect as modified, amended, and restated by the terms contained herein.

SECTION 8. Counterparts. This Agreement may be executed by parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE TO FOLLOW.*

IN WITNESS WHEREOF, the Debtor has duly executed this Agreement as of the day and year first written above.

DARLING INTERNATIONAL INC., a Delaware corporation,
as Debtor

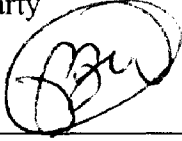
By: 
Name: Brad Phillips
Title: Treasurer

Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 002524 FRAME: 0500

IN WITNESS WHEREOF, Secured Party has duly executed this Agreement as of the day and year first written above.

CREDIT LYONNAIS NEW YORK BRANCH,
as Secured Party

A handwritten signature in black ink, appearing to be "JBH", is written over a horizontal line. The signature is enclosed in a hand-drawn oval.

By:

James B. Hallock, Vice President

Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 002524 FRAME: 0501

SCHEDULE 1**REGISTERED TRADEMARKS****U.S. TRADEMARKS**

Owner of Record	Trademark	Registration No. or Serial No.	Filing Date	Country of Registration
Darling International Inc.	C-MEAL	2,369,226	04/21/98	U.S.
Darling International Inc.	CLEANSTAR	2,345,825	06/27/95	U.S.
Darling International Inc.	THE GREASE TEAM	2,344,569	06/30/98	U.S.
Darling International Inc.	DARLING RESTAURANT SERVICES	2,342,415	06/30/98	U.S.
Darling International Inc.	PEPTIDE PLUS	2,241,902	03/25/97	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.	ESTEEM	2,173,792	07/14/98	U.S.
Darling International Inc.	BOSS HOG	2,149,597	04/07/98	U.S.
Darling International Inc.	DAIRY BOSS	2,144,802	02/17/93	U.S.
Darling International Inc.	CLEANSTAR 2000	2,076,211	07/01/97	U.S.
Darling International Inc.	TORVAC	1,705,424	12/14/90	U.S.
Darling International Inc.	Miscellaneous Design (Triangle)	517,063	11/01/49	U.S.
Darling International Inc.	DARLING	118,391	09/04/17	U.S.
Darling International Inc.	AQUA PLUS*	SN 75/511,109	06/30/98	U.S.
Darling International Inc.	POTENCY PASS*	SN 75/511,108	06/30/98	U.S.
Darling International Inc.	SEA MEAL*	SN 75/510,650	06/30/98	U.S.

*Debtor's Intellectual Property Counsel has been directed to abandon these trademarks and to incur no further expenses to protect the marks because they are not currently being used and there are no plans to use them in the subject country.

FOREIGN TRADEMARKS

Owner of Record	Trademark	Registration No. or Serial No.	Filing Date	Country of Registration
Darling International Inc.	BOSS HOG*	1,597,125	04/24/96	Argentina
Darling International Inc.	BOSS HOG*	575,471	05/02/96	Benelux
Darling International Inc.	BOSS HOG*	SN 787,059	06/27/95	Canada
Darling International Inc.	BOSS HOG*	500,975	01/12/98	Chile
Darling International Inc.	BOSS HOG*	06961/1996	12/20/96	Denmark
Darling International Inc.	BOSS HOG*	95/980514	05/13/96	France
Darling International Inc.	BOSS HOG*	3,927,762	03/04/96	Germany
Darling International Inc.	BOSS HOG*	2,025,016	03/01/96	Gr. Britain
Darling International Inc.	BOSS HOG*	369,678	10/02/96	Indonesia
Darling International Inc.	BOSS HOG*	516,172	01/31/96	Mexico
Darling International Inc.	BOSS HOG*	101,270	09/04/98	Poland
Darling International Inc.	BOSS HOG*	147,080	10/16/96	Russia
Darling International Inc.	BOSS HOG*	72541	08/16/96	Taiwan
Darling International Inc.	CLEANSTAR & DESIGN*	447,992	01/05/98	Switzerland
Darling International Inc.	CLEANSTAR*	163,395	04/01/96	Austria
Darling International Inc.	CLEANSTAR*	587,811	12/02/96	Benelux
Darling International Inc.	CLEANSTAR*	03024/1997	07/18/97	Denmark
Darling International Inc.	CLEANSTAR*	95602102	07/19/96	France
Darling International Inc.	CLEANSTAR*	39550233	04/09/96	Germany
Darling International Inc.	CLEANSTAR*	2,049,223	12/06/96	Gr. Britain
Darling International Inc.	CLEANSTAR*	127,640	03/17/98	Greece
Darling International Inc.	CLEANSTAR*	200,963	06/11/98	Ireland
Darling International Inc.	CLEANSTAR*	RM95C/005929	12/20/95	Italy
Darling International Inc.	CLEANSTAR*	4,113,142	02/13/98	Japan
Darling International Inc.	CLEANSTAR*	9698	04/03/96	Liechtenstein
Darling International Inc.	CLEANSTAR*	96.16682	02/05/95	Monaco

Darling International Inc.	CLEANSTAR*	314,301	09/13/96	Portugal
Darling International Inc.	CLEANSTAR*	2,003,549	12/20/96	Spain
Darling International Inc.	CLEANSTAR*	312,437	04/26/96	Sweden
Darling International Inc.	C-MEAL*			Mexico
Darling International Inc.	C-MEAL*			Philippines
Darling International Inc.	C-MEAL*			Thailand
Darling International Inc	DARLING RESTAURANT SERVICES	544,642	05/08/01	Canada
Darling International Inc	ESTEEM*	SN 844,186	05/05/97	Canada
Darling International Inc.	ESTEEM*	1,180,256	06/07/98	China
Darling International Inc	ESTEEM*	SN 106,747	05/05/97	Egypt
Darling International Inc.	ESTEEM*	412,959	06/05/97	Indonesia
Darling International Inc	ESTEEM*	SN 112834/97	05/06/97	Japan
Darling International Inc.	ESTEEM*	405,492	06/19/98	Korea
Darling International Inc	ESTEEM*	SN 97-05509	04/29/97	Malaysia
Darling International Inc.	ESTEEM*	549,373	05/27/97	Mexico
Darling International Inc	ESTEEM*	SN 120,514	05/09/97	Philippines
Darling International Inc	ESTEEM*	SN 86-021753	05/02/97	Taiwan
Darling International Inc	ESTEEM*	SN 333,854	05/08/97	Thailand
Darling International Inc	PEPTIDE PLUS*	SN 855,053	09/07/97	Canada
Darling International Inc	PEPTIDE PLUS*	SN 970092164	09/02/97	China
Darling International Inc	PEPTIDE PLUS*	SN 108,623	07/26/97	Egypt
Darling International Inc.	PEPTIDE PLUS*	10773/1998	10/21/98	Hong Kong
Darling International Inc	PEPTIDE PLUS*	SN D97-19074	09/08/97	Indonesia
Darling International Inc	PEPTIDE PLUS*	SN 153177/97	09/01/97	Japan
Darling International Inc.	PEPTIDE PLUS*	424,597	10/09/98	Korea
Darling International Inc	PEPTIDE PLUS*	SN 97-13765	09/24/97	Malaysia
Darling International Inc.	PEPTIDE PLUS*	562,438	10/31/97	Mexico
Darling International Inc	PEPTIDE PLUS*	SN 125,036	09/24/97	Philippines

Darling International Inc	PEPTIDE PLUS*	SN 86-48943	09/20/97	Taiwan
Darling International Inc	PEPTIDE PLUS*			Thailand
Darling International Inc.	PROMEAL*	403,800	11/07/97	Indonesia
Darling International Inc.	PROMEAL (CLASS 31)*	556,525	08/28/97	Mexico
Darling International Inc.	PROMEAL (CLASS 5)*	556,526	08/28/97	Mexico
Darling International Inc	SEA MEAL*			Canada
Darling International Inc	THE GREASE TEAM	544647	05/08/01	Canada
Darling International Inc.	TRAPPER ONE*	163,198	03/25/96	Austria
Darling International Inc.	TRAPPER ONE*	587,810	12/02/96	Benelux
Darling International Inc.	TRAPPER ONE*	00742/1996	02/02/96	Denmark
Darling International Inc.	TRAPPER ONE*	95/602,106	05/31/96	France
Darling International Inc.	TRAPPER ONE*	39550234	06/13/96	Germany
Darling International Inc.	TRAPPER ONE*	2,049,225	08/23/96	Gr. Britain
Darling International Inc.	TRAPPER ONE*	169,156	03/25/97	Ireland
Darling International Inc.	TRAPPER ONE*	9699	04/03/96	Liechtenstein
Darling International Inc.	TRAPPER ONE*	96.16681	02/21/96	Monaco
Darling International Inc.	TRAPPER ONE*	314,300	09/13/96	Portugal
Darling International Inc.	TRAPPER ONE*	2,003,550	06/05/96	Spain
Darling International Inc.	TRAPPER ONE*	312,436	04/26/96	Sweden
Darling International Inc.	TRAPPER ONE*	442,825	06/20/97	Switzerland

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