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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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04-16-2004



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

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., a Delaware Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: April 2, 2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation
Internal
Address: _____

Street Address: 401 Merritt Seven, Suite 23
City: Norwalk State: CT Zip: 06856

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

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) 0118391; 0517063;
1705424; 2076211; 2144802; 2149597; 2173 792;
2182756; 2204928; 2241902; 2342415; 2344 569;
Additional number(s) attached ☐ Yes ☒ No 2345825; 2369226

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

Name: Husch & Eppenberger, LLC

Internal Address: Attn: Lisa Robison

Street Address: 1700 Main Street,
Suite 1700

City: Kansas City State: MO Zip: 64105

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:

(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.

Lisa Robison
Name of Person Signing

Lisa Robison
Signature

April 5, 2004
Date

Total number of pages including cover sheet, attachments, and document: 14

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

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01 FC:8521
02 FC:8522

40.00 OP
325.00 OP

TRADEMARK
REEL: 002948 FRAME: 0981

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 2, 2004, by DARLING INTERNATIONAL INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent for Lenders ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Administrative Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DARLING INTERNATIONAL INC., as
Grantor

By: [Signature]
Name: John D. Muse
Title: Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Administrative
Agent

By: [Signature]
Name: Texas Howard
Title: Vice President Risk

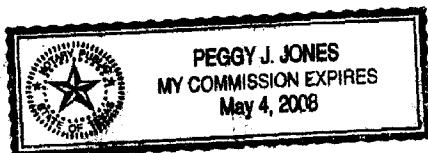
ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
) ss.
COUNTY OF Dallas)

On this 1st day of April, 2004 before me personally appeared John D. Muse, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DARLING INTERNATIONAL INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

{seal}



SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 002948 FRAME: 0984

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Owner	Trademark	Registration/ Serial No.	Registration/ Application Date	Country
Darling International Inc.	Darling	0118391	September 4, 1917	U.S.
Darling International Inc.	(Design)	0517063	November 1, 1949	U.S.
Darling International Inc.	Torvac	1705424	August 4, 1992	U.S.
Darling International Inc.	Clean Star 2000	2076211	July 1, 1997	U.S.
Darling International Inc.	Dairy Boss	2144802	March 17, 1998	U.S.
Darling International Inc.	Boss Hog	2149597	April 7, 1998	U.S.
Darling International Inc.	Esteem	2173792	July 14, 1998	U.S.

Owner	Trademark	Registration/ Serial No.	Registration/ Application Date	Country
Darling International Inc.	Promeal	2182756	August 18, 1998	U.S.
Darling International Inc.	(Design)	2204928	November 24, 1998	U.S.
Darling International Inc.	Peptide Plus	2241902	April 27, 1999	U.S.
Darling International Inc.	Darling Restaurant Services	2342415	April 18, 2000	U.S.
Darling International Inc.	The Grease Team	2344569	April 25, 2000	U.S.
Darling International Inc.	Clean Star	2345825	April 25, 2000	U.S.
Darling International Inc.	C-Meal	2369226	July 18, 2000	U.S.