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Form FTO-1594 (Rev. 10/02) MB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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): Credit Lyonnais New York Branch
Individual(s) Association General Partnership Limited Partnership Corporation-State Other a duly licensed branch under New York Banking Law of a foreign banking corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Darling International Inc. Internal Address: Street Address: 251 O'Connor Ridge Blvd., Suite 300 City: Irving State: TX Zip: 75038
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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Termination of Security Agreement
Execution Date: April 1, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,369,226; 2,345,825; 2,344,569; 2,342,415; 2,241,902; 2,204,928; 2,182,756; 2,173,792; 2,149,597; 2,144,802; Additional number(s) attached Yes No 2,076,211; 1,705,424 (continued)

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: 17

7. Total fee (37 CFR 3.41): \$ 440.00 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 4, 2004 Date

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

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

04/15/2004 MGETACHE 00000081 2369226

01 FC:8521 40.00 OP 02 FC:8522 400.00 OP

TRADEMARK REEL: 002949 FRAME: 0077

Additional Trademark Registration/Serial Numbers

- 1) 517,063
- 2) 118,391
- 3) SN 75/511,109
- 4) SN 75/511,108
- 5) SN 75/510,650

TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT (the "*Agreement*") is executed as of April 1, 2004, 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 May 10, 2002, an Amended and Restated Credit Agreement (as amended, modified, supplemented, or restated from time to time, the "*Credit Agreement*") was entered into among Debtor, Secured Party, and certain banks then or thereafter 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*") was entered into on May 10, 2002, 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. In connection with the Security Agreement, Debtor and Secured Party also entered into an Amended and Restated Trademark Security Agreement on May 10, 2002, (the "*Trademark Security Agreement*"), which was recorded on May 24, 2002, in Reel 2524, Frame 0495, with the United States Patent and Trademark Office, in order to further evidence the security interest of Secured Party in the Trademark Collateral; and

D. The Trademark Security Agreement amended, renewed, restated and confirmed the Debtor's obligations, covenants and agreements under the Trademark Security dated as of January 29, 1999, between Debtor and Secured Party's predecessor in interest, BankBoston, N.A., which was recorded on February 26, 1999 in Reel 1863, Frame 0031, with the United States Patent and Trademark Office, and was amended by the Collateral Master Assignment and Amendment to Security Instruments dated as of June 29, 2001, which was recorded on September 4, 2001, in Reel 002363, Frame 0891, with the United States Patent and Trademark Office (collectively, the "*Original Trademark Security Agreement*"); and

E. At Debtor's request and for certain other consideration, Secured Party has agreed to release the security interest in the Trademark Collateral and terminate the Trademark Security Agreement and Original Trademark Security Agreement.

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. Termination. Secured Party hereby releases its security interest in and to the Trademark Collateral granted under the Trademark Security Agreement and Original Trademark Security

Agreement, and Debtor and Secured Party hereby terminate the Trademark Security Agreement and Original Trademark Security Agreement.

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.

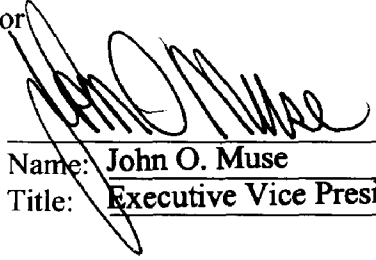
SECTION 4. Counterparts. This Agreement may be executed by parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*[Remainder of page intentionally left blank.
Signature pages follow.]*

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


DARLING INTERNATIONAL INC., a Delaware corporation,
as Debtor

By:


Name: John O. Muse
Title: Executive Vice President

CREDIT LYONNAIS NEW YORK BRANCH,
as Secured Party

By:


James B. Hallock, Vice President

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

Owner of Record	Trademark	Registration No. or Serial No.	Filing Date	Country of Registration
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

Owner of Record	Trademark	Registration No. or Serial No.	Filing Date	Country of Registration
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

Owner of Record	Trademark	Registration No. or Serial No.	Filing Date	Country of Registration
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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