

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National By-Products, LLC		05/15/2006	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Darling National LLC		
Street Address:	907 Walnut Street, Suite 400		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50303		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1748758	QUAL PET	
Registration Number:	1522385	QUAL FAT	
Registration Number:	2269158	QUAL PET PREMIUM PET FOODS	
Registration Number:	2256708	BEST FRIEND TREATS	
CORRESPONDENCE DATA			
Fax Number:	(214)746-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	rb.rasme@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o RB Ramsey		
Address Line 1:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	40120.0004		
NAME OF SUBMITTER:	RB Ramsey		

CH \$115.00 1748758

Signature:

/RB Ramsey/

Date:

09/05/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") dated as of May 15, 2006 ("Effective Date"), is made by and between NATIONAL BY-PRODUCTS, LLC, an Iowa limited liability company ("Assignor"), and DARLING NATIONAL LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Assignment of Intellectual Property, executed on even date herewith, pursuant to which Assignor has agreed to assign to Assignee the Marks (as defined below).

NOW, THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Assignment of Intellectual Property, the parties agree as follows:

1. Marks.

"Marks" shall mean the trade names, trademarks, service marks, trade dresses, logos, designs and slogans, in word mark, stylized and/or design formats which are the subject of the registrations and pending applications identified in Attachment 1 attached hereto.

2. Assignment.

Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Marks, and the registrations and applications relating thereto, together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute and maintain trademark applications and the registrations for the Marks.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above.

ASSIGNOR:

ASSIGNEE:

NATIONAL BY-PRODUCTS, LLC

DARLING NATIONAL LLC

By: David A Pace
David A. Pace
Chief Financial Officer

By: Brad Phillips
Brad Phillips
Treasurer

ATTACHMENT 1

TRADEMARKS

Mark	Registration Number	Registration Date
Qual Pet	1,748,758	January 26, 1993, renewed on January 26, 2003
Qual Fat	1,522,385	January 31, 1989
Qual Pet Premium Foods	2,269,158	August 1, 1999
Best Friend Treats	2,256,708	June 29, 1999