

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination and Release of Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		12/14/2010	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Darling National LLC		
Street Address:	251 O'Connor Ridge Blvd., Suite 300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509333/0201		

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**TRADEMARK
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NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/10/2011
Total Attachments: 4 source=DNLLCTR#page1.tif source=DNLLCTR#page2.tif source=DNLLCTR#page3.tif source=DNLLCTR#page4.tif	

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination and Release") made as of the 14th day of December, 2010, by JPMorgan Chase Bank, N.A., as administrative agent pursuant to the Existing Credit Agreement (as defined below) (in such capacity, the "Administrative Agent") in favor of Darling National LLC ("Grantor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Existing Credit Agreement and the Loan Documents (as defined in the Existing Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain (A) Credit Agreement, dated as of April 7, 2006, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), among Darling International Inc., the Lenders party thereto, and the Administrative Agent; (B) Security Agreement, dated as of April 7, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor was required to execute and deliver the Trademark Security Agreement (as defined below), by Grantor in favor of the Administrative Agent; and (C) Trademark Security Agreement, dated as of May 15, 2006, by the Grantor in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest under certain Collateral (as defined in the Security Agreement) of the Grantor including (a) Trademarks of the Grantor listed on Schedule I attached to the Trademark Security Agreement; and (b) all Proceeds (as defined in the Security Agreement) of any and all of the Trademarks listed on Schedule I to the Trademark Security Agreement collectively, the "Trademark Collateral";

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 3313, Frame 0499 on May 22, 2006;

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

1. The Administrative Agent, for the benefit of the Secured Parties, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the Trademarks listed on Schedule I attached hereto.

2. The Administrative Agent hereby agrees, at the expense of the Grantor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents

necessary or reasonably requested by the Grantor to effectuate, record or evidence the release of the Administrative Agent's security interest in the Trademark Collateral.

3. The Administrative Agent authorizes the Grantor to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York without regard to conflicts of law principles.

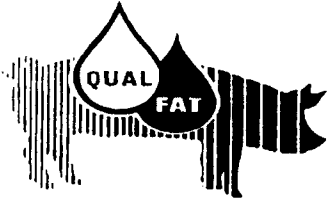
IN WITNESS WHEREOF, the Administrative Agent, for the benefit of the Secured Parties, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Laura Simmons
Name: Laura F. Simmons
Title: SVP

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT

TRADEMARK IDENTIFICATION	REGISTRATION/ APPLICATION NO.	COUNTRY	REG. OR FILING DATE	RECORD OWNER
QUAL PET	1748758	United States	1/26/1993	Darling National LLC
QUAL FAT (word and design) 	1522385	United States	1/31/1989	Darling National LLC
QUAL PET PREMIUM PET FOODS	2269158	United States	8/10/1999	Darling National LLC
BEST FRIEND TREATS	2256708	United States	6/29/1999	Darling National LLC