

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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**

<b>Name:</b>	Darling International Inc.
<b>Street Address:</b>	251 O'Connor Ridge Blvd., Suite 300
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75038
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2934067	CLEAN STAR
Registration Number:	2342415	DARLING RESTAURANT SERVICES
Registration Number:	2344569	THE GREASE TEAM
Registration Number:	2369226	C-MEAL
Registration Number:	2241902	PEPTIDE PLUS
Registration Number:	2204928	
Registration Number:	2345825	CLEAN STAR
Registration Number:	2076211	CLEAN STAR 2000
Registration Number:	1705424	TORVAC
Registration Number:	0517063	
Registration Number:	0118391	DARLING

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502

**900180939**

**TRADEMARK  
 REEL: 004450 FRAME: 0013**

**OP \$290.00 2934067**

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ATTORNEY DOCKET NUMBER:	509333/0201
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/10/2011

Total Attachments: 4  
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**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 International Inc. ("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 Grantor, 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 April 7, 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 3290, Frame 0554 on April 14, 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*

SIGNATURE PAGE TO TERMINATION AND RELEASE OF  
SECURITY INTEREST IN DARLING INTERNATIONAL INC. TRADEMARK COLLATERAL