

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Griffin Industries, Inc.		12/17/2010	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1677070	GRIFFIN INDUSTRIES
Registration Number:	3401256	FAT FOR FUEL
Registration Number:	2441342	BIO G 3000
Registration Number:	2089550	PACMASTER
Registration Number:	1978716	COOKIE MEAL
Registration Number:	2032484	PERFECT PRO
Registration Number:	1848869	NATURE SAFE
Registration Number:	1618974	FAT ON THE FARM
Registration Number:	1654565	FAT ON THE FARM
Registration Number:	1623909	BI-PAS
Registration Number:	3038177	VERSAGEN
Registration Number:	2693592	POULTRY BUTTER

CORRESPONDENCE DATA

900181228

TRADEMARK
 REEL: 004452 FRAME: 0377

OP \$315.00 1677070

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ATTORNEY DOCKET NUMBER:	509333/0201
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/m/
Date:	01/13/2011

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 17, 2010 is made by GRIFFIN INDUSTRIES, INC., a Kentucky corporation, located at 251 O'Connor Ridge Boulevard, Suite 300, Irving, Texas 75038 (the "Debtor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 17, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Darling International Inc. (the "Borrower"), the Lenders party thereto from time to time, the agents party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered a Security Agreement, dated as of the date of the Credit Agreement, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Debtor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property included in the Collateral (as defined in the Security Agreement), including the Trademarks included in the Collateral; and

WHEREAS, the Debtor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to Section 2.1 of the Security Agreement, Debtor hereby pledges and grants a continuing security interest in all of the Debtor's right, title and interest in, to and under the Trademarks owned by such Debtor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will be deemed an original, but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or email or other electronic means (including a “.pdf” or “.tif” file) shall be effective as delivery of a manually executed counterpart of this Agreement.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTOR:

GRIFFIN INDUSTRIES, INC.

By: _____


Name: John O. Muse

Title: Executive Vice President,
Finance and Administration

SIGNATURE PAGE TO GRIFFIN INDUSTRIES, INC. TRADEMARK SECURITY AGREEMENT



TRADEMARK
REEL: 004452 FRAME: 0381

AGENT:

JPMORGAN CHASE BANK, N.A.,
as Agent for the Secured Parties

By: *Laura Simmons*

Schedule A

Owner	Mark	Registration No.	Registration Date
Griffin Industries, Inc.	 GRIFFIN INDUSTRIES (word and design)	1677070	2/25/1992
Griffin Industries, Inc.	 FAT FOR FUEL (word and design)	3401256	3/25/2008
Griffin Industries, Inc.	BIO G 3000	2441342	4/3/2001
Griffin Industries, Inc.	PACMaster	2089550	8/19/1997
Griffin Industries, Inc.	COOKIE MEAL	1978716	6/4/1996
Griffin Industries, Inc.	PERFECT PRO	2032484	1/21/1997
Griffin Industries, Inc.	NATURE SAFE	1848869	8/9/1994
Griffin Industries, Inc.	FAT ON THE FARM	1618974	10/23/1990
Griffin Industries, Inc.	FAT ON THE FARM	1654565	8/20/1991
Griffin Industries, Inc.	BI-PAS	1623909	11/20/1990
Griffin Industries, Inc.	VERSAGEN	3038177	1/3/2006
Griffin Industries, Inc.	POULTRY BUTTER	2693592	3/4/2003