

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
DARLING NATIONAL LLC		10/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. Dearborn - IL1-0010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1748758	QUAL PET	
Registration Number:	1522385	QUAL FAT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214 981 3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	717 North Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	58905-40020		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$65.00 1748758

900269830

TRADEMARK
 REEL: 005137 FRAME: 0725

Date:

10/23/2013

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 October 11, 2013 is made by DARLING NATIONAL LLC, a Delaware limited liability company, 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 Amended and Restated Credit Agreement, dated as of September 27, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Darling International Inc. (the “Parent Borrower”), the Lenders party thereto from time to time, the agents party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Parent 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 an Amended and Restated 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, 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 Parent Borrower pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Agent and the Secured Parties, as follows:

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.
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.

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.

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.


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.

This Agreement shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles.

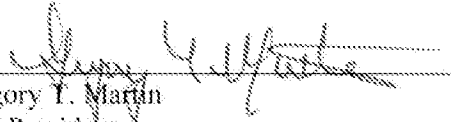
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


DARLING NATIONAL, LLC, as Debtor

By: 
Name: Brad Phillips
Title: V.P. - Treasurer

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

By: 
Name: Gregory T. Martin
Title: Vice President

Schedule A

Owner / Assignee	Mark	Registration / Application No.	Registration / Application Date
Darling National LLC	QUAL PET	1748758	1/26/1993
Darling National LLC	 QUAL FAT (word and design)	1522385	1/31/1989