

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 LLC (f/k/a GRIFFIN INDUSTRIES, INC.)		10/11/2013	LIMITED LIABILITY COMPANY: KENTUCKY

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: 14		
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:	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
Registration Number:	1848869	NATURE SAFE
Serial Number:	85639657	B.O.S.S.
Serial Number:	85639650	B.O.S.S. BEST OIL STORAGE SYSTEM

TRADEMARK

CH \$365.00 1677070

CORRESPONDENCE DATA

Fax Number: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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/
Date:	10/23/2013

Total Attachments: 6

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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 GRIFFIN INDUSTRIES LLC (f/k/a GRIFFIN INDUSTRIES, INC.), a Kentucky limited liability company, located at 4221 Alexandria Pike, Cold Spring, Kentucky 41076 (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.

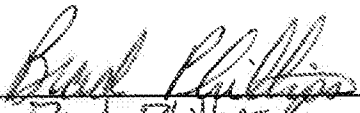
5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will be deemed an original, but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement 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.

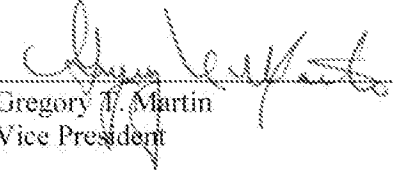
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.




GRIFFIN INDUSTRIES LLC, as Debtor

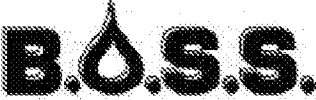

By: 
Name: Brad Phillips
Title: V.P. - Treasurer

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

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

Schedule A

Owner	Mark	Registration / Application No.	Registration / Application Date
Griffin Industries LLC (f/k/a Griffin Industries, Inc.)	 GRIFFIN INDUSTRIES (word and design)	1677070	2/25/1992
Griffin Industries LLC (f/k/a 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 (word and design)	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.	FAT ON THE FARM	1618974	10/23/1990

Owner	Mark	Registration / Application No.	Registration / Application Date
Griffin Industries, Inc.	FAT ON THE FARM	1654565	8/20/1991
Griffin Industries, Inc.	BI-PAS	1623909	11/20/1990
Griffin Industries LLC (f/k/a Griffin Industries, Inc.)	VERSAGEN	3038177	1/3/2006
Griffin Industries, Inc.	POULTRY BUTTER	2693592	3/4/2003
Griffin Industries LLC	 <p>B.O.S.S. (word and design)</p>	85639657	5/31/2012
Griffin Industries LLC	 <p>B.O.S.S. BEST OIL STORAGE SYSTEM (word and design)</p>	85639650	5/31/2012
Griffin Industries LLC (f/k/a Griffin Industries, Inc.)	NATURE SAFE	1848869	8/9/1994