

03-03-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100978623

To the Honorable Commissioner of Patents and Trade.

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DARLING INTERNATIONAL INC.

Additional name(s) of conveying party(ies) attached? ☐ yes ☒ no

2. Name and address of receiving party(ies):

Name: BANKBOSTON, N.A., a National Banking Association

Internal Address: _____

Street Address: 100 Federal Street, MA BOS 01-06-01City Boston State Massachusetts ZIP 02110Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 29, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

4,232,425

4,361,590 (in name of Darling-Delaware Co. Inc.)

5,433,846

5,437,785

5,492,630

5,543,050

5,609,193

5,812,060

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Kevin Gray, Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: 1445 Ross Avenue, Suite 3200City: Dallas State: Texas ZIP: 75202-2799

Total number of applications and patents involved: 8

7. Total fee (37 CFR 3.41): \$ 320.00

☒ Enclosed☐ Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

J. Kevin Gray

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 7

PATENT SECURITY AGREEMENT

WHEREAS, Darling International Inc., a Delaware corporation (the "Grantor"), owns the Patents and Patent applications listed on Schedule 1 annexed hereto and is a party to the Patent Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, the lenders named therein (the "Banks"), and BankBoston, N.A., as agent for the Secured Parties (as defined in the Credit Agreement described below) (the "Agent") are parties to that certain Amended and Restated Credit Agreement dated as of January 22, 1999 (as such agreement may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Grantor by the Banks; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of January 22, 1999 (as such agreement may be amended and in effect from time to time, the "Security Agreement"), between the Grantor and the Agent, the Grantor has granted to the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in certain assets of the Grantor, including, without limitation, all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent applications, and Patent Licenses (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof;

(2) each Patent License, including, without limitation, each Patent License listed on Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, any Patent issued pursuant to a Patent application referred to in Schedule 1 annexed hereto, and any Patent licensed under any Patent License listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral made


and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the ~~22nd~~ ^{29th} day of January 1999.

Acknowledged:

GRANTOR:

DARLING INTERNATIONAL INC.

By: 
Brad Phillips
Treasurer

SECURED PARTY:

BANKBOSTON, N. A., as Agent

By: _____
Peter Haley
Vice President

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the ~~22~~²⁹nd day of January 1999.

Acknowledged:

GRANTOR:

DARLING INTERNATIONAL INC.

By: _____
Brad Phillips
Treasurer

SECURED PARTY:

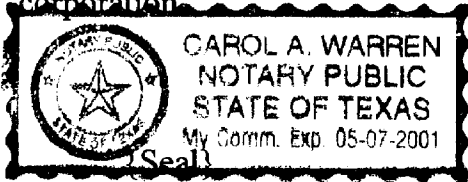
BANKBOSTON, N.A., as Agent

By: _____
Peter Haley
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On the 29th day of January, 1999 before me personally appeared Brad Phillips, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Treasurer of Darling International Inc., who being by me duly sworn did depose and say that he is the Treasurer of Darling International Inc., the corporation described in and which executed the foregoing instrument, that the said instrument was signed on behalf of said corporation by order of its Board of Directors, that he signed his name thereto by like order, and that he acknowledged said instrument to be the free act and deed of said corporation.



Carol A. Warren

Notary Public

My commission expires: 5/7/2001

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

On the ____ day of _____, 1999 before me personally appeared Peter Haley to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Vice President of BankBoston, N. A., who being by me duly sworn did depose and say that he is the Vice President of BankBoston, N. A., the bank described in and which executed the foregoing instrument, that the said instrument was signed on behalf of said bank, that he signed his name thereto by like order, and that he acknowledged said instrument to be the free act and deed of said bank.

{Seal}

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On the ____ day of _____, 1999 before me personally appeared Brad Phillips, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Treasurer of Darling International Inc., who being by me duly sworn did depose and say that he is the Treasurer of Darling International Inc., the corporation described in and which executed the foregoing instrument, that the said instrument was signed on behalf of said corporation by order of its Board of Directors, that he signed his name thereto by like order, and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF Massachusetts)
)
COUNTY OF Suffolk)

On the 29 day of January, 1999 before me personally appeared Peter Haley to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Vice President of BankBoston, N. A., who being by me duly sworn did depose and say that he is the Vice President of BankBoston, N. A., the bank described in and which executed the foregoing instrument, that the said instrument was signed on behalf of said bank, that he signed his name thereto by like order, and that he acknowledged said instrument to be the free act and deed of said bank.

{Seal}



Notary Public

My commission expires: 11/15/02

Schedule 1
to Patent
Security Agreement

PATENTS					
Owner of Record	Patent No.	Issue Date	Title	Expiration Date	Country of Registration
Darling International Inc.	4232425	11/11/80	Method of producing stabilized bone	11/30/99	U.S.
Darling International Inc.	5433846	07/18/95	Grease-Trap wastewater treatment system	11/03/2012	U.S.
Darling International Inc.	5437785	08/01/95	Apparatus for dissolved gas flotation in anaerobic wastewater treatment	09/30/2012	U.S.
Darling International Inc.	5492630	02/20/96	Method and apparatus for dissolved air flotation with aeration	02/20/2013	U.S.
Darling International Inc.	5543050	08/06/96	Grease trap wastewater treatment system	08/06/2013	U.S.
Darling International Inc.	5609193	03/11/97	Automated container for waste grease	08/17/2015	U.S.
Darling International Inc.	5812060	09/22/98	Automated waste cooking grease recycling tank	05/01/2017	U.S.
Darling International Inc.	SN2202 745	08/16/96	Automated container for waste grease	pending	Canada
Darling International Inc.	SN9728 12	08/16/96	Automated container for waste grease	pending	Mexico
Darling-Delaware Co., Inc.	4361590	11/30/82	Process for separating and recovering fat and proteinaceous material from raw organic material	11/30/99	U.S.