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ARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Darling International Inc.	Name: Credit Lyonnais New York Branch as Agent

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Internal Address: _____

3. Nature of conveyance:

☐ Assignment   ☐ Merger

☒ Security Agreement   ☐ Change of Name

☐ Other_____

Street Address: 1301 Avenue of the Americas

City: New York   State: NY   Zip: 10019

Execution Date: May 10, 2002

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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) 5,812,060

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brian J. Hubbard

Internal Address: Haynes and Boone, LLP

Street Address: 901 Main Street, Suite 3100

City: Dallas   State: TX   Zip: 75202

6. Total number of applications and patents involved: ☐ 1

7. Total fee (37 CFR 3.41).............$ 40.00

☒ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

08-1394

(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.

| BRIAN J. HUBBARD | Brian J. Hubbard | May 21, 2002 |
| Name of Person Signing | Signature | Date |

Total number of pages including cover sheet, attachments, and documents: ☐ 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/12/2002 AAHMED1 00000031 5812060

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CUSTOMER NO. 000027683   DOCKET NO.: 9794.414:06

**PATENT
REEL: 012967 FRAME: 0903**

AMENDED AND RESTATED
PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (the *"Agreement"*) is executed as of May 10, 2002, by DARLING INTERNATIONAL INC., a Delaware corporation (*"Debtor"*), whose address is 251 O'Connor Ridge Blvd., Suite 300, Irving, Texas 75038 and CREDIT LYONNAIS NEW YORK BRANCH, a duly licensed branch under the New York Banking Law of a foreign banking corporation organized under the laws of the Republic of France (in its capacity as Agent) (*"Secured Party"*) whose address is 1301 Avenue of the Americas, New York, New York 10019.

RECITALS

A.   On the date hereof, an Amended and Restated Credit Agreement (as amended, modified, supplemented, or restated from time to time, the *"Credit Agreement"*) has been entered into among Debtor, Secured Party, and certain banks now or hereafter party thereto;

B.   In connection with the Credit Agreement, an Amended and Restated Security Agreement (as amended, modified, supplemented, or restated from time to time, the *"Security Agreement"*) has been entered into as of the date hereof, among Debtor and Secured Party whereby Debtor granted to Secured Party a security interest in certain assets of Debtor, including, without limitation, the Patent Collateral (as defined below) to secure the payment of the Obligations;

C.   Subject to the terms and conditions set forth below, Debtor and Secured Party desire to enter into this Agreement in order to further evidence the security interest of Secured Party in the Patent Collateral (as defined below); and

D.   This Agreement is integral to the transactions contemplated by the Loan Documents.

ACCORDINGLY, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1   Defined Terms. Capitalized terms used and not otherwise defined herein shall have the same meanings as set forth in the Credit Agreement. Terms used herein which are defined in the UCC, unless otherwise defined herein or in the Credit Agreement, shall have their meanings as set forth in the UCC.

SECTION 2   Security Interest. In order to secure the full and complete payment and performance of the Obligations when due, Debtor hereby grants to Secured Party a security interest in all of Debtor's rights, titles, and interests in and to the Patent Collateral (defined below) and pledges the Patent Collateral to Secured Party, all upon and subject to the terms and conditions of this Agreement. Such security interest is granted and pledge is made as security only and shall not subject Secured Party to, or transfer or in any way affect or modify, any obligation of Debtor with respect to any of the Patent Collateral or any transaction involving or giving rise thereto. If the grant or pledge of any specific item of the Patent Collateral is expressly prohibited by any contract, then the security interest and pledge created hereby nonetheless remains effective to the extent allowed by the UCC or other applicable Law, but is otherwise limited by that prohibition.

SECTION 3.   Patent Collateral. As used herein, the term *"Patent Collateral"* means the following items and types of property, wherever located, now owned or in the future existing or acquired by Debtor, and all proceeds and products thereof, and any substitutes or replacements therefor:

(a) All patents, patent applications, patent licenses, and patentable inventions of Debtor, including, without limitation, registrations, recordings, and applications thereof in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including, without limitation, those set forth on *Schedule 1*, and all of the inventions and improvements described and claimed therein; (b) all continuations, divisions, renewals, extensions, modifications, substitutions, reexaminations, continuations-in-part, or reissues of any of the foregoing; (c) all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all other rights and benefits relating to any of the foregoing throughout the world; in each case, whether now owned or hereafter acquired by Debtor.

SECTION 4.   Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit and the benefit of the Banks under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5.   Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in 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.

SECTION 6.   Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7.   Renewal. Debtor acknowledges that this Security Agreement has been given in amendment, renewal, restatement and confirmation of Debtor's obligations, covenants, and agreements contained in the Patent Security Agreement dated as of January 29, 1999 (the *"Original Patent Security Agreement"*) between Debtor and BankBoston, N.A., as predecessor agent to Secured Party. Debtor further confirms and agrees that neither the execution of the Credit Agreement or any other Loan Document, nor the consummation of the transactions described therein, shall in any way affect the liens under the Original Patent Security Agreement, and the obligations, liens, and security interests evidenced by the Original Patent Security Agreement continue in full force and effect as modified, amended, and restated by the terms contained herein.

SECTION 8.   Counterparts. This Agreement may be executed by parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the Debtor has duly executed this Agreement as of the day and year first written above.

DARLING INTERNATIONAL INC., a Delaware corporation, as Debtor
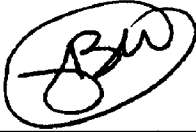
By: _____

Name: _Brad Phillips_

Title: _Treasurer_

PATENT
REEL: 012967 FRAME: 0906

IN WITNESS WHEREOF, Secured Party has duly executed this Agreement as of the day and year first written above.

CREDIT LYONNAIS NEW YORK BRANCH,
as Secured Party

By: _____
James B. Hallock, Vice President

Amended and Restated Patent Security Agreement

SCHEDULE 1

PATENTS

U.S. PATENTS

Owner	Patent No.	Issue Date	Title	Country
Darling International Inc.	5,812,060	Sept. 22, 1998	Automated waste cooking grease recycling tank	U.S.

PATENT
REEL: 012967 FRAME: 0908