

04-14-2004



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Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Darling International Inc., a Delaware Corporation 4.6.04 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: General Electric Capital Corporation Internal Address: Street Address: 401 Merritt Seven, Ste. 23 City: Norwalk State: CT Zip: 06856 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: April 2, 2004

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: Husch & Eppenberger, LLC Internal Address: Attn: Lisa Robison Street Address: 1700 Main Street Suite 1700 City: Kansas City State: MO Zip: 64105

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: (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. Lisa Robison Name of Person Signing Signature Date 4/5/2004 Total number of pages including cover sheet, attachments, and documents:

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

PATENT REEL: 015190 FRAME: 0842

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of April __, 2004, by DARLING INTERNATIONAL INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent for Lenders ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Administrative Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

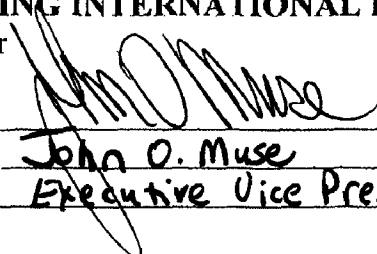
3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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.

4. COUNTERPARTS. This Patent Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

[signature page follows]

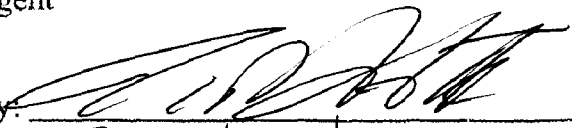
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DARLING INTERNATIONAL INC., as
Grantor

By: 
Name: John O. Muse
Title: Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

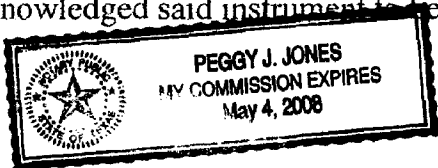
GENERAL ELECTRIC CAPITAL
CORPORATION, as Administrative
Agent

By: 
Name: Texas Howard
Title: Vice President Rsk

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
) ss.
COUNTY OF DALLAS)

On this 1st day of April, 2004 before me personally appeared John O. Muse, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DARLING INTERNATIONAL INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Peggy J. Jones
Notary Public

{seal}

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 015190 FRAME: 0845

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Patent	Patent No.	Date Issued	Country
Automated Waste Cooking Grease Recycling Tank	5,812,060	September 22, 1998	U.S.