

**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 International Inc.		04/05/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	2200 Ross Avenue
Internal Address:	5th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2934067	CLEAN STAR
Registration Number:	2342415	DARLING RESTAURANT SERVICES
Registration Number:	2344569	THE GREASE TEAM
Registration Number:	2369226	C-MEAL
Registration Number:	2241902	PEPTIDE PLUS
Registration Number:	2204928	
Registration Number:	2345825	CLEAN STAR
Registration Number:	2076211	CLEAN STAR 2000
Registration Number:	1705424	TORVAC
Registration Number:	517063	
Registration Number:	118391	DARLING

CORRESPONDENCE DATA

CH \$290.00 2934067

Fax Number: (214)855-4300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-855-4775  
Email: awalker@jenkens.com  
Correspondent Name: Andrea Walker  
Address Line 1: 1445 Ross Avenue  
Address Line 2: Suite 3700  
Address Line 4: Dallas, TEXAS 75202-2799

ATTORNEY DOCKET NUMBER:	12283-00196
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	04/14/2006

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, DARLING INTERNATIONAL INC., a Delaware corporation ("Grantor"), JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), and the lenders party thereto have entered into that certain Credit Agreement dated April 7, 2006 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, the Subsidiary Loan Parties (as defined by the Credit Agreement) and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of its Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of 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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark applications referred in Schedule 1 and any Trademark License listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or under any Trademark License; provided that the Trademark Collateral shall exclude and no security interest shall be granted in respect of United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent to use such trademark application.

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

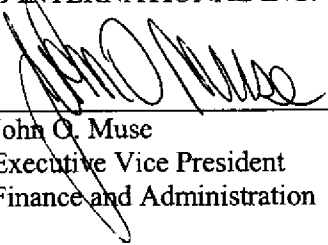
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the \_\_\_ day of April, 2006.

Acknowledged:

**GRANTOR:**

DARLING INTERNATIONAL INC.

By: \_\_\_\_\_

  
John O. Muse  
Executive Vice President  
Finance and Administration

**SECURED PARTY:**

JPMORGAN CHASE BANK, N.A., as  
administrative agent

By: \_\_\_\_\_

Matthew H. Hildreth  
Senior Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the \_\_\_\_ day of April, 2006.

Acknowledged:

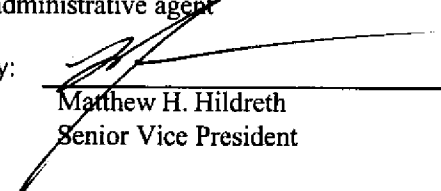
**GRANTOR:**

DARLING INTERNATIONAL INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY:**

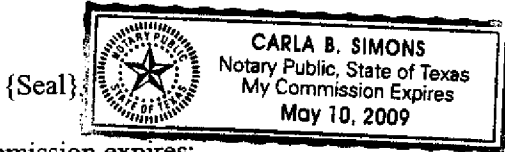
JPMORGAN CHASE BANK, N.A., as  
administrative agent

By:  \_\_\_\_\_  
Matthew H. Hildreth  
Senior Vice President

**ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2006 by John O. Muse, as Executive Vice President, Finance and Administration, for and on behalf of said corporation.



*[Signature]*  
Notary Public

My commission expires:  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

On the \_\_\_\_ day of April, 2006, before me personally appeared Matthew H. Hildreth, 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 Senior Vice President of JPMorgan Chase Bank, N.A. who being by me duly sworn, did depose and say that he is Senior Vice President of JPMorgan Chase Bank, N.A., the association described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said association.

{Seal}

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2006 by \_\_\_\_\_, as \_\_\_\_\_, for and on behalf of said corporation.

{Seal}

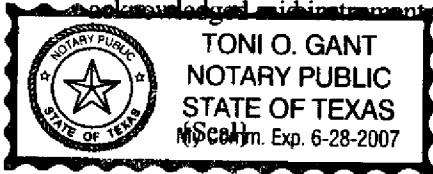
\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

On the 6<sup>th</sup> day of April, 2006, before me personally appeared Matthew H. Hildreth, 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 Senior Vice President of JPMorgan Chase Bank, N.A. who being by me duly sworn, did depose and say that he is Senior Vice President of JPMorgan Chase Bank, N.A., the association described in and which executed the foregoing instrument; and that he acknowledged said instrument to be the free act and deed of said association.



Toni O. Gant  
Notary Public

My commission expires:  
6-28-2007

Schedule 1  
to Trademark  
Security Agreement

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date
Darling International inc.	U.S.	CLEAN STAR	2934067	03/15/2005
Darling International inc.	U.S.	DARLING RESTAURANT SERVICES	2342415	04/18/2000
Darling International inc.	U.S.	THE GREASE TEAM	2344569	04/25/2000
Darling International inc.	U.S.	C-MEAL	2369226	07/18/2000
Darling International inc.	U.S.	PEPTIDE PLUS	2241902	04/27/1999
Darling International inc.	U.S.	DESIGN ONLY	2204928	11/24/1998
Darling International inc.	U.S.	CLEAN STAR	2345825	04/25/2000
Darling International inc.	U.S.	CLEAN STAR 2000	2076211	07/01/1997
Darling International inc.	U.S.	TORVAC	1705424	08/04/1992
Darling International inc.	U.S.	DESIGN ONLY	517063	11/01/1949
Darling International inc.	U.S.	DARLING	118391	09/04/1917

**Trademark Licenses**

None

**Trademark Applications**

None