

**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 NATIONAL, LLC		05/15/2006	LIMITED LIABILITY COMPANY: 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: 4**

Property Type	Number	Word Mark
Registration Number:	1748758	QUAL PET
Registration Number:	1522385	QUAL FAT
Registration Number:	2269158	QUAL PET PREMIUM PET FOODS
Registration Number:	2256708	BEST FRIEND TREATS

**CORRESPONDENCE DATA**

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

CH \$115.00 1748758

ATTORNEY DOCKET NUMBER:	12283-196 DARLING NAT'L L
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	05/22/2006
<b>Total Attachments: 4</b> source=12283-196 TM Sec Agmt Darling Nat'l LLC to JP Morgan Chase Bank#page1.tif source=12283-196 TM Sec Agmt Darling Nat'l LLC to JP Morgan Chase Bank#page2.tif source=12283-196 TM Sec Agmt Darling Nat'l LLC to JP Morgan Chase Bank#page3.tif source=12283-196 TM Sec Agmt Darling Nat'l LLC to JP Morgan Chase Bank#page4.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, DARLING NATIONAL, LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Darling International Inc., a Delaware corporation ("Parent"), 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 Parent by the Lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated April 7, 2006 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, Parent, 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 15<sup>th</sup> day of May, 2006.

Acknowledged:

**GRANTOR:**

DARLING NATIONAL LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Brad Phillips*  
*Brad Phillips*  
*Treasurer*

**SECURED PARTY:**

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

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

Matthew H. Hildreth  
Senior Vice President

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 15th day of May, 2006.

Acknowledged:

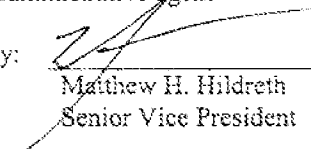
GRANTOR:

DARLING NATIONAL LLC

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

SECURED PARTY:

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

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

Schedule I  
to  
Trademark Security Agreement

**Trademarks**

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date
Darling National LLC	U.S.	QUAL PET	1,748,758	January 26, 1993
Darling National LLC	U.S.	QUAL FAT	1,522,385	January 31, 1989
Darling National LLC	U.S.	QUAL PET PREMIUM PET FOODS	2,269,158	August 10, 1999
Darling National LLC	U.S.	BEST FRIEND TREATS	2,256,708	June 29, 1999

**Trademark Licenses**

None

**Trademark Applications**

None