

10-24-2003



102582863

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Docket No.:

299/26101

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

1. Name of conveying party(ies):
CPM Acquisition Corp.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other _____

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

2. Name and address of receiving party(ies)
Name: U.S. Bank National Association

Internal Address: One U.S. Bank Plaza, 12th floor
Street Address: One U.S. Bank Plaza, 12th floor
City: St. Louis State: MO ZIP: 63101

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other First Amendment to Patent, Trademark and License Security Agreement

Execution Date: February 20, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,339,707; 657,725; 1,546,083; 1,546,084

10-02-2003

U.S. Patent & TMOfc/TM Mail RcptDt. #11 Additional numbers attached? Yes No

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

Name: Thomas A. Polcyn
Internal Address: Thompson Coburn LLP

Street Address: One US Bank Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of application and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0823

10/23/2003 DBYRNE 00000076 2339707
01 FC 8521 40.00 OP
02 FC 8522 75.00 OP

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.

Thomas A. Polcyn 9-29-03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 10

**FIRST AMENDMENT TO
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Amendment") is made and entered into as of the 20th day of February, 2003, by and between CPM ACQUISITION CORP., a Delaware corporation ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION (which was formerly known as Firststar Bank, N.A.), as agent (in such capacity, the "Agent") for the banks from time to time party to that certain that certain Amended and Restated Loan Agreement dated as of February 20, 2003, by and among Borrower, the banks party thereto and the Agent, as the same may from time to time be amended, modified, extended, renewed or restated (collectively, the "Banks").

WITNESSETH:

WHEREAS, Borrower has heretofore executed and delivered to the Agent that certain Patent, Trademark and License Security Agreement dated as of May 30, 2001 (the "Security Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Security Agreement as amended by this Amendment); and

WHEREAS, Borrower and the Agent desire to amend the Security Agreement in the manner hereinafter set forth;

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

1. All references in the Security Agreement to Firststar Bank, N.A. and any other references of similar import shall henceforth mean U.S. Bank National Association (which was formerly known as Firststar Bank, N.A.). All references in the Security Agreement to "the Agent" and any other references of similar import shall henceforth mean U.S. Bank National Association (which was formerly known as Firststar Bank, N.A.), as agent for the banks from time to time party to that certain that certain Amended and Restated Loan Agreement dated as of February 20, 2003, by and among Borrower, the Banks from time to time party thereto and U.S. Bank National Association (which was formerly known as Firststar Bank, N.A.), as agent for the Banks, as the same may from time to time be amended, modified, extended, renewed or restated. All references in the Security Agreement to the address and/or telecopy number for the Agent are hereby changed to One U.S. Bank Plaza, 12th Floor, St. Louis, Missouri 63101, Attention: Food and Agribusiness Group, Telecopy No. (314) 418-8430.

2. All references in the Security Agreement to the "Loan Agreement" and any other references of similar import shall henceforth mean that certain that certain Amended and Restated Loan Agreement dated as of February 20, 2003, by and among Borrower, the Banks from time to time party thereto and U.S. Bank National Association (which was formerly known as Firststar Bank, N.A.), as agent for the Banks, as the same may from time to time be amended, modified, extended, renewed or restated.

3. The Schedules A, B, C, D and E attached to the Security Agreement are hereby deleted in their entirety and the Schedules A, B, C, D and E attached to this Amendment are hereby substituted in lieu thereof.

4. Borrower hereby agrees to reimburse the Agent upon demand for all out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Agent in the preparation, negotiation and execution of this Amendment. All of the obligations of Borrower under this paragraph shall survive the payment of the Secured Obligations and the termination of the Security Agreement.

5. All references in the Security Agreement to "this Agreement" and any other references of similar import shall henceforth mean the Security Agreement as amended by this Amendment.

6. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

7. This Amendment shall be binding upon and inure to the benefit of Borrower and the Agent and their respective successors and assigns, except that Borrower may not assign, transfer or delegate any of its rights or obligations under the Security Agreement as amended by this Amendment.

8. Borrower hereby represents and warrants to the Agent that:

(a) the execution, delivery and performance by Borrower of this Amendment are within the corporate powers of Borrower, have been duly authorized by all necessary corporate action and require no action by or in respect of, consent of or filing or recording with, any governmental or regulatory body, instrumentality, authority, agency or official or any other Person;

(b) the execution, delivery and performance by Borrower of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, the terms of the Certificate of Incorporation or By-Laws of Borrower, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality authority, agency or official or any agreement, document or instrument to which Borrower is a party or by which Borrower or any of its Property is bound or to which Borrower or any of its Property is subject;

(c) this Amendment has been duly executed and delivered by Borrower and constitutes the legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) all of the representations and warranties made by Borrower in the Security Agreement are true and correct in all material respects on and as of the date of this Amendment as if made on and as of the date of this Amendment; and

(e) as of the date of this Amendment, no default or event of default under or within the meaning of the Security Agreement has occurred and is continuing.

9. In the event of any inconsistency or conflict between this Amendment and the Security Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.

10. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Borrower and the Agent have executed this First Amendment to Patent, Trademark and License Security Agreement as of the 20th day of February, 2003.

CPM ACQUISITION CORP.

By Allen B. O'Byrne
Title: Secretary

U.S. BANK NATIONAL ASSOCIATION, as Agent

By _____
Title: _____

Consented to as of the 20th day of February, 2003.

U.S. BANK NATIONAL ASSOCIATION

By _____
Title: _____

HARRIS TRUST AND SAVINGS BANK


By _____
Title: _____

IN WITNESS WHEREOF, Borrower and the Agent have executed this First Amendment to Patent, Trademark and License Security Agreement as of the 20th day of February, 2003.

CPM ACQUISITION CORP.

By _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION, as Agent

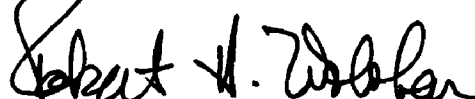
By  _____
Title: _____

Consented to as of the 20th day of February, 2003.

U.S. BANK NATIONAL ASSOCIATION

By  _____
Title: _____

HARRIS TRUST AND SAVINGS BANK

By  _____
Title: Vice President

SCHEDULE A

United States Patents

Patent No.	Date Issued	Description
5,542,838	08/06/1966	System Providing Rapid Die Change Capability to a Pellet Mill
5,566,902	10/22/1966	Roll Arrangement for Milling Machines and an Inter-Roll Drive Therefore
5,072,887	12/17/1991	Roll Mill
4,457,686	07/03/1984	Pellet Extrusion Die
4,097,711	06/27/1978	Roller Shell Hard Coating
5,248,469	09/28/1993	Mechanical Remote Roll Adjusting Apparatus and Method for a Pellet Mill
5,542,838	08/06/1996	System Providing Rapid Die Change Capability to a Pellet Mill
5,486,102	01/23/1996	High Intensity Pellet Machine
5,020,695	06/04/1991	Apparatus for Controlling the Discharge of Material From a Storage Tank
5,076,160	12/31/1991	Feed Device for Low Density Materials
4,973,484	11/27/1990	Roller Mill Grain Pre- Heating
6,162,038	12/19/00	Retractable Die Clamp
6,299,430	10/09/01	Cooling Medium Injection for Pellet
5,921,001	7/13/99	Oscillating Feeder with Opposing Feed Angle
6,053,722	4/25/00	Nitride H13-Alloy Cylindrical Pelleting Dies
5,709,035	1/20/98	Counter Flow Cooler
D367,069	2/13/96	Pillow Block Bearing Housing
5,701,683	12/30/97	Counter Flow Cooler
5,692,688	12/02/97	Commuting Screen for Hammer Mills
D385,078	10/14/97	Cooler Solid Pan
5,664,338	9/9/97	Inlet Air Seal for Use with a Cooler/Dryer
5,653,044	8/5/97	Horizontal Cooler & Dryer with Solid Pans
5,609,308	3/11/97	Fine Adjust/Quick Acting Manual Actuator for Roller Mill Feed Gates
5,769,239	6/23/98	Grain Scalping Apparatus
5,582,482	12/10/96	Pillow Block Bearing
5,535,954	7/16/96	Metered Lamina Air Intake for a Hammer Mill Feeder
5,458,246	10/17/95	Horizontal Cylindrical Sifter with Adjustable Arms
5,366,167	11/22/94	Full Width Stationary Scalper for Roll Mill Grinders
5,501,143	3/26/96	Irregular Flow Steam Conditioner
5,469,781	11/28/95	Steam Injection Device for a Vertical Steam Conditioner
5,381,731	1/17/95	Round Expanding Modular Steam Chamber
5,503,338	4/02/96	Regrind Deflectors for Hammer Mills
4,659,299	4/21/87	Mash Pelleting Apparatus
5,043,175	8/27/91	Method & Apparatus for Sterilization of Animal Feed
5,263,817	11/23/93	Apparatus for Pelletizing Coarsely Group Particulate Feed Material
5,853,318	12/29/98	Roll Surface Grinder

SCHEDULE B

United States Patent Applications

Application or Serial Number	Description
60/091,917	Pellet Saver Exit Mechanism
08/077,264	Full Width Stationary Scalper for Roll Mill Grinders
08/962,276	Roll Surface Grinder
08/440,149	Roll Arrangement for Milling Machines and an Inter-Roll Drive Therefore
07/963,174	Mechanical Remote Roll Adjusting Apparatus & Method for a Pellet Mill
08/326,150	System Providing Rapid Die Change Capability to a Pellet Mill
08/236,066	High Intensity Pellet Machine
07/448,293	Apparatus for Controlling the Discharge of Material from a Storage Tank
07/649,327	Feed Device for Low Density Materials
07/366,272	Roller Mill Grain Pre-Heating

SCHEDULE C**Trademarks**

Description	Country	Registration Number	Registration Date
CPM & Design	Argentina	1597734	04/26/1965
CPM & Device	Benelux	21698	04/28/1972
CPM	Brazil	4508157	06/14/1972
CPM & Design	Canada	TMA124405	11/17/1991
California Pellet Mill	Chile	371512	07/18/1991
CPM	Chile	373431	08/26/1991
Roskamp	Chile	371251	07/12/1991
CPM & Device	Colombia	171342	12/30/1994
CPM & Device	Denmark	VR8631961	10/07/1991
CPM & Device	Ecuador	219593	09/09/1993
CPM & Device	France	1335659	12/19/1995
CPM & Device	Germany	782913	04/06/1992
California Pellet Mill Device	Indonesia	331895	1/21/1994
CPM & Device	Indonesia	332550	01/21/1994
CPM & Device	Ireland	B104276	03/23/1978
CPM & Device	Italy	399869	05/20/1965
CPM & Device	Japan	1352845	10/31/1878
California Pellet Mill Company	Mexico	151986	07/26/1969
CPM	Mexico	156396	07/25/1969
Ultraplant	Mexico	562,118	06/06/1997
CPM & Device	Peru	100022	10/21/1992
CPM	Peru	53007	05/02/1994
CPM (English block letters)	China	818494	02/28/1996
CPM (Mandarin letters)	China	818493	02/28/1996
CPM & Device	China	784473	10/21/1995
CPM & Device	Singapore	66946	02/17/1976
Pacific & Device	Singapore	48773	03/31/1970
CPM in oval	South Africa	69/4733	10/07/1969
CPM & Device	Switzerland	313861	04/21/1961
CPM & Device	United Kingdom	1008981	03/30/1973
CPM & Device	United Kingdom	B819962	01/02/1963
California Pellet Mill	United States	2,339,707	04/11/2000
Calspray & Design	United States	1732500	11/17/1992
CPM (Stylized)	United States	0657725	01/28/1958
Jet-Sploder	United States	915094	06/15/1971
R & Design	United States	1546083	07/04/1989
R Roskamp & Design	United States	1546084	07/04/1989
CPM & Device	Vietnam	10065	03/20/1993

SCHEDULE D

Trademark Applications

None

SCHEDULE E

LICENSES

1. License Agreement by and between the Debtor ("Licensee") and Geelen Technicek B.V. ("Licensor") dated as of October 31, 1988 for the non-exclusive manufacture, sale and use of cooling granular products device and related spare parts. Subject to royalty fees to Licensor.