

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPM Holdings, Inc.		04/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Banking Cooperative: NETHERLANDS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	0654465	JETZONE	
Registration Number:	0765424	PROCTOR	
Registration Number:	1101965	COM-PAK	
Registration Number:	1238029	CROWN SINCE 1878 CROWN IRON WORKS CO. MI	
Registration Number:	1244130	PROCTOR	
Registration Number:	1258466	JETROAST	
Registration Number:	2168464	CROWN EST. 1878	
Registration Number:	2725033	HULLOOSENATOR	
Registration Number:	3720160	HIPLEX	
Registration Number:	3725926	TRIPOINT	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		

CH \$265.00 0654465

ATTORNEY DOCKET NUMBER:	1130558-0120
NAME OF SUBMITTER:	Christina Ishihara
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	04/13/2015
Total Attachments: 7 source=Trademark Security Agreement - 2L#page1.tif source=Trademark Security Agreement - 2L#page2.tif source=Trademark Security Agreement - 2L#page3.tif source=Trademark Security Agreement - 2L#page4.tif source=Trademark Security Agreement - 2L#page5.tif source=Trademark Security Agreement - 2L#page6.tif source=Trademark Security Agreement - 2L#page7.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of April 10, 2015 (this "Trademark Security Agreement"), is made by and among each pledgor listed on Schedule 1 hereto (each, a "Pledgor" and, collectively, the "Pledgors"), in favor of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Second Lien Security Agreement dated as of April 10, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

SECTION 2.1. Grant of Security Interest. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties, a Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral of such Pledgor, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry, or any political subdivision thereof), including those trademark registrations and applications listed on Schedule 2 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) extensions and renewals thereof, (iii) goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation thereof, including any injury to the related goodwill, (v) proceeds, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages, claims and payments for any past, present or future infringement, dilution or other violation thereof, and (vi) other rights corresponding thereto throughout the world.

SECTION 2.2. Excluded Collateral. Notwithstanding the foregoing, the Trademark Collateral shall not include any Intent-to-Use Application prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to

Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such Intent-to-Use Application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Pledgor and the Collateral Agent agree that the Lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

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

~~CPM HOLDINGS INC., as a Pledgor~~

By: ~~~~

~~Name: Douglas Ostrich
Title: Chief Financial Officer~~

~~CPM ACQUISITION CORP., as a Pledgor~~

By: ~~~~

~~Name: Douglas Ostrich
Title: Chief Financial Officer~~

~~CROWN IRON WORKS COMPANY, as a Pledgor~~

By: ~~~~

~~Name: Douglas Ostrich
Title: Chief Financial Officer~~

CPM WOLVERINE PROCTOR, LLC, as a Pledgor

By: _____

Name: Ted Waitman
Title: Manager

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

CPM HOLDINGS, INC., as a Pledgor

By: _____
Name: Douglas Ostrich
Title: Chief Financial Officer

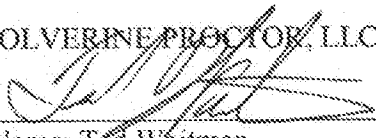
CPM ACQUISITION CORP., as a Pledgor

By: _____
Name: Douglas Ostrich
Title: Chief Financial Officer

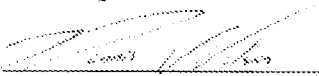
CROWN IRON WORKS COMPANY, as a Pledgor

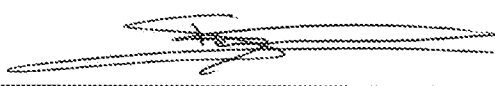
By: _____
Name: Douglas Ostrich
Title: Chief Financial Officer

CPM WOLVERINE PROCTOR, LLC, as a Pledgor

By:  _____
Name: Ted Waitman
Title: Manager

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK
B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Dennis Nelson
Title: Vice President

By: 
Name: Bram Stevens
Title: Executive Director

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

PLEDGORS

NAME	ADDRESS
CPM Holdings, Inc.	2975 Airline Circle, Waterloo, Iowa 50703
CPM Acquisition Corp.	2975 Airline Circle, Waterloo, Iowa 50703
CPM Wolverine Proctor, LLC	2975 Airline Circle, Waterloo, Iowa 50703

SCHEDULE 2
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

PLEDGOR	MARK	REGISTRATION NUMBER	REGISTRATION DATE
CPM ACQUISITION CORP.	CPM	0657725	1/28/1958
CPM ACQUISITION CORP.	R	1546083	7/4/1989
CPM ACQUISITION CORP.	R ROSKAMP	1546084	7/4/1989
CPM HOLDINGS, INC.	JETZONE	0654465	11/12/1957
CPM HOLDINGS, INC.	PROCTOR	0765424	2/25/1964
CPM HOLDINGS, INC.	COM-PAK	1101965	9/12/1978
CPM HOLDINGS, INC.	CROWN SINCE 1878 CROWN IRON WORKS CO. MINNEAPOLIS, MINN.	1238029	5/17/1983
CPM HOLDINGS, INC.	PROCTOR	1244130	7/5/1983
CPM HOLDINGS, INC.	JETROAST	1258466	11/22/1983
CPM HOLDINGS, INC.	CROWN EST. 1878	2168464	6/23/1998
CPM HOLDINGS, INC.	HULLOSENATOR	2725033	6/10/2003
CPM HOLDINGS, INC.	HIPLEX	3720160	12/1/2009
CPM HOLDINGS, INC.	TRIPOINT	3725926	12/15/2009
CPM WOLVERINE PROCTOR, LLC	WOLVERINE PROCTOR	3398655	3/18/2008
CPM WOLVERINE PROCTOR, LLC	PROCTOR	3409307	4/8/2008
CPM WOLVERINE PROCTOR, LLC	JET ZONE	3409308	4/8/2008
CPM WOLVERINE PROCTOR, LLC	PROCTOR	3427023	5/13/2008
CPM WOLVERINE PROCTOR, LLC	WOLVERINE	3436182	5/27/2008
CPM WOLVERINE PROCTOR, LLC	COM-PAK	3807090	6/22/2010