

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439035

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of First Lien Trademark Security Agreement Recorded at Reel/Frame 5496/0899 and 5496/0916

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coöperatieve Rabobank U.A., New York Branch, as the original collateral agent	FORMERLY Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch	08/11/2017	Banking Corporative: NETHERLANDS

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of Montreal, as the successor collateral agent
<b>Street Address:</b>	115 S. LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0657725	CPM
Registration Number:	1546083	R
Registration Number:	1546084	R ROSKAMP
Registration Number:	0654465	JETZONE
Registration Number:	0765424	PROCTOR
Registration Number:	1101965	COM-PAK
Registration Number:	1244130	PROCTOR
Registration Number:	2168464	CROWN EST. 1878
Registration Number:	2725033	HULLOOSENATOR
Registration Number:	3720160	HIPLEX

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: iprecordations@whitecase.com

TRADEMARK

**Correspondent Name:** DANIEL GOLD/WHITE & CASE LLP  
**Address Line 1:** 1221 AVENUE OF THE AMERICAS  
**Address Line 4:** NEW YORK, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 1130559-0120-N997

**NAME OF SUBMITTER:** Daniel Gold

**SIGNATURE:** /Daniel Gold/

**DATE SIGNED:** 08/11/2017

**Total Attachments: 6**

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ASSIGNMENT OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

**THIS ASSIGNMENT OF FIRST LIEN TRADEMARK SECURITY AGREEMENT** (the "Assignment") is made and entered into as of August 11, 2017 by COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (f/k/a COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH) (a Netherlands banking corporative), as the original collateral agent (in such capacity, "Assignor"), in favor of BANK OF MONTREAL (a Canadian chartered bank) with an address at 115 S. LaSalle Street, Chicago, Illinois 60603), as the successor collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to that certain First Lien Security Agreement, dated as of April 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Security Agreement"), among CPM Wolverine Proctor, LLC, Crown Iron Works Company, CPM Acquisition Corp. (collectively, the "Pledgors"), the other pledgors party thereto, and Assignor;

WHEREAS, pursuant to (i) the First Lien Security Agreement and (ii) the first lien trademark security agreement made by the Pledgors in favor of Assignor dated April 10, 2015, notice of which was recorded at the United States Patent and Trademark Office on April 13, 2015 at Reel 5496, Frame 0899 and Reel 5496, Frame 0916 (and a corrective notice of which was recorded on July 26, 2017 at Reel 6117, Frame 0644 and Reel 6117, Frame 0655 to correct the names of the pledgors previously recorded) (the "First Lien Trademark Security Agreement"), the Pledgors granted to Assignor a continuing security interest in, and lien on, all of their right, title and interest in, to and under the Trademark Collateral (as such term is used in the First Lien Trademark Security Agreement), including those trademarks and trademark applications set forth on Schedule I;

WHEREAS, pursuant to that certain First Lien Resignation and Assignment Agreement, dated as of August 11, 2017, among the Pledgors, the other Loan Parties party thereto, Assignor and Assignee, Assignor has resigned as administrative agent and collateral agent under that certain Credit Agreement (as defined in the First Lien Security Agreement) and related Loan Documents (as defined in the Credit Agreement), and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the First Lien Security Agreement and the First Lien Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the First Lien Security Agreement.

2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the First Lien Security Agreement and the First Lien Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Pledgors. The security interest assigned to Assignee as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the First Lien Security Agreement and Trademark Security Agreement, and the Pledgors hereby (i) confirm their grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledge and affirm that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the First Lien Security Agreement and the First Lien Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

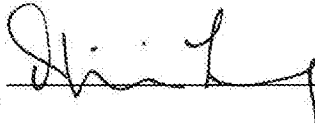
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

**ASSIGNOR:**

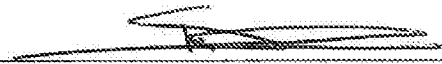
**COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH**, as the original collateral agent

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

Name: Olivia Leong

Executive Director

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

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

Name: Bram Stevens

Managing Director

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

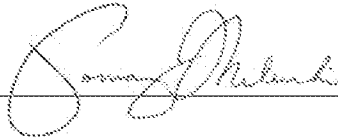
[Signature Page to Assignment of First Lien Trademark Security Agreement]

**ACCEPTED AND AGREED**

as of the date above first written:

**ASSIGNEE:**

**BANK OF MONTREAL,**  
as the successor collateral agent

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

Name: Tomasz Milewski

Title: Vice President

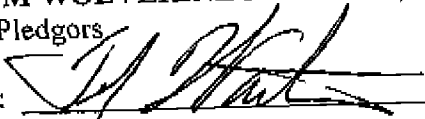
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**ACCEPTED AND AGREED**  
as of the date above first written;

**PLEDGORS:**

**CPM WOLVERINE PROCTOR, LLC,**  
as Pledgors

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

Name: Ted Waitman

Title: Manager

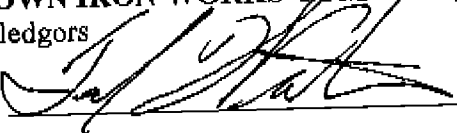
**CPM ACQUISITION CORP.,**  
as Pledgors

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

Name: Ted Waitman

Title: President and Chief Executive Officer

**CROWN IRON WORKS COMPANY,**  
as Pledgors

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

Name: Ted Waitman

Title: President and Chief Executive Officer

[Signature Page to Assignment of First Lien Trademark Security Agreement]

**Schedule I**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

United States Trademark Registrations:

<b>PLEDGOR</b>	<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
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 WOLVERINE PROCTOR, LLC	JETZONE	0654465	11/12/1957
CPM WOLVERINE PROCTOR, LLC	PROCTOR	0765424	2/25/1964
CPM WOLVERINE PROCTOR, LLC	COM-PAK	1101965	9/12/1978
CPM WOLVERINE PROCTOR, LLC	PROCTOR	1244130	7/5/1983
CROWN IRON WORKS COMPANY	CROWN EST. 1878	2168464	6/23/1998
CROWN IRON WORKS COMPANY	HULLOSENATOR	2725033	6/10/2003
CROWN IRON WORKS COMPANY	HIPLEX	3720160	12/1/2009