

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Second Lien Trademark Security Agreement Recorded at Reel/Frame 5496/0950, 5496/0963, 6117/0666, and 6117/0677

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 Cooperative: NETHERLANDS

RECEIVING PARTY DATA

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

Phone: 6463667120

TRADEMARK

REEL: 006131 FRAME: 0848

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Email: iprecordations@whitecase.com
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: 08/14/2017

Total Attachments: 6

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ASSIGNMENT OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF SECOND 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 Second Lien Security Agreement, dated as of April 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Second 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 Second Lien Security Agreement and (ii) the second 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 0950 and Reel 5496, Frame 0963 (and a corrective notice of which was recorded on July 26, 2017 at Reel 6117, Frame 0666 and Reel 6117, Frame 0677 to correct the names of the pledgors previously recorded) (the "Second 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 Second Lien Trademark Security Agreement), including those trademarks and trademark applications set forth on Schedule I;

WHEREAS, pursuant to that certain Second 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 Second 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 Second Lien Security Agreement and the Second 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 Second 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 Second Lien Security Agreement and the Second 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 Second 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 Second Lien Security Agreement and the Second 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.

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

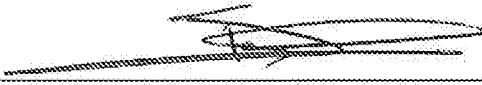
ASSIGNOR:

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

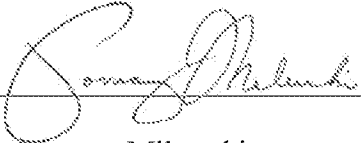
Title: _____

[Signature Page to Assignment of Second 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

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

TRADEMARK
REEL: 006131 FRAME: 0853

2 of 3

ACCEPTED AND AGREED
as of the date above first written:

PLEDGORS:

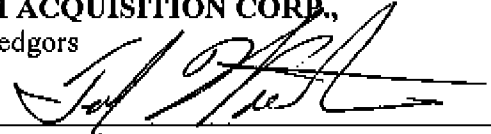
CPM WOLVERINE PROCTOR, LLC,
as Pledgors

By:  _____

Name: Ted Waitman

Title: Manager

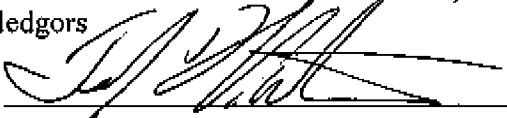
CPM ACQUISITION CORP.,
as Pledgors

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 Second Lien Trademark Security Agreement]

Schedule I

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 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