

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademarks Recorded at Reel 6131, Frame 0848

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Collateral Agent		11/15/2018	Chartered Bank: CANADA

RECEIVING PARTY DATA

Name:	Crown Iron Works Company
Street Address:	2975 Airline Circle
City:	Waterloo
State/Country:	IOWA
Postal Code:	50703
Entity Type:	Corporation: DELAWARE
Name:	CPM Acquisition Corp.
Street Address:	2975 Airline Circle
City:	Waterloo
State/Country:	IOWA
Postal Code:	50703
Entity Type:	Corporation: DELAWARE
Name:	CPM Wolverine Proctor, LLC
Street Address:	2975 Airline Circle
City:	Waterloo
State/Country:	IOWA
Postal Code:	50703
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	657725	CPM
Registration Number:	1546083	R
Registration Number:	1546084	R ROSKAMP
Registration Number:	654465	JETZONE
Registration Number:	765424	PROCTOR
Registration Number:	1101965	COM-PAK

TRADEMARK

Property Type	Number	Word Mark
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: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1506938-0002-BC15
NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	11/15/2018

Total Attachments: 6

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**TERMINATION AND RELEASE OF
SECOND LIEN SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS, dated as of November 15, 2018 (the “Effective Date”), is made by **BANK OF MONTREAL**, a Canadian chartered bank, as successor-in-interest to the Original Collateral Agent (as defined below) and in its capacity as collateral agent (the “Collateral Agent”), in favor of **CROWN IRON WORKS COMPANY**, a Delaware corporation with an address at 2975 Airline Circle, Waterloo, Iowa 50703, **CPM ACQUISITION CORP.**, a Delaware corporation with an address at 2975 Airline Circle, Waterloo, Iowa 50703, and **CPM WOLVERINE PROCTOR, LLC**, a Delaware limited liability company with an address at 2975 Airline Circle, Waterloo, Iowa 50703 (collectively, the “Grantors”) (Collateral Agent and Grantors, collectively, the “Parties”) (this “Release”).

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Trademark Security Agreement (as defined below).

WHEREAS, Coöperatieve Rabobank U.A., New York Branch (f/k/a Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch) (the, “Original Collateral Agent”) entered into that certain Second Lien Trademark Security Agreement dated as of April 10, 2015, with Crown Iron Works Company, CPM Acquisition Corp. and CPM Wolverine Proctor, LLC, notice of which was recorded by the United States Patent and Trademark Office on April 13, 2015 at Reel 5496, Frame 0963, and at Reel 5496, Frame 0950 (the “Second Lien Trademark Security Agreement”).

WHEREAS, Grantors granted the Original Collateral Agent, under the terms of the Second Lien Trademark Security Agreement, a security interest (the “Security Interest”) in favor of the Original Collateral Agent, in and to all of its Trademark Collateral, including the trademarks and trademark applications listed in Schedule I.

WHEREAS, pursuant to that Assignment of Second Lien Trademark Security Agreement dated August 11, 2017, Original Collateral Agent transferred, assigned, granted and conveyed to Collateral Agent 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, notice of which was recorded by the United States Patent and Trademark Office on August 14, 2017 at Reel 6131, Frame 0848.

WHEREAS, the Grantors and Collateral Agent agree and desire that Collateral Agent release, terminate and discharge fully Collateral Agent’s security interest in and to all of the right, title, and interest of each Grantor (and any applicable assignee thereof) in, to and under all Intellectual Property Collateral (as defined in the Security Agreement (as defined in the Second Lien Trademark Security Agreement)) and all Trademark Collateral, including the trademarks and trademark applications listed in Schedule I (collectively, the “Released Trademark Collateral”).

NOW, THEREFORE, in consideration of the foregoing, intending to be legally bound and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Collateral Agent hereby releases, terminates and discharges fully any and all of its interest in the Released Trademark Collateral of each Grantor (and any applicable assignee thereof), and assigns, transfers and conveys to Grantors any and all interest in such Released Trademark Collateral, including the Security Interest.

Collateral Agent hereby authorizes each Grantor (and any applicable assignee thereof), or Grantor's (and such assignee's) authorized representative, to record this Release with the United States Patent and Trademark Office, any similar office or agency of the United States, any state thereof, any other country or any political subdivision thereof, or any applicable office or agency thereof.

Collateral Agent agrees to execute all documents and take all actions reasonably requested by each Grantor (at the sole cost and expense of such Grantor) to (a) terminate, release and discharge fully Collateral Agent's security interest in all right, title and interest of such Grantor (and any applicable assignee thereof) in, to and under all of the Released Trademark Collateral, (b) reassign and transfer any right, title and interest that Grantor may have in the Released Trademark Collateral to such Grantor (or such assignee, as applicable) and (c) perfect, register or record the rights of such Grantor (and any applicable assignee) to the Released Trademark Collateral.

This Release may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the day and year first written above.

BANK OF MONTREAL, acting in its capacity
as Collateral Agent

By: 

Name: Dmitry Lepenkov

Title: Vice President

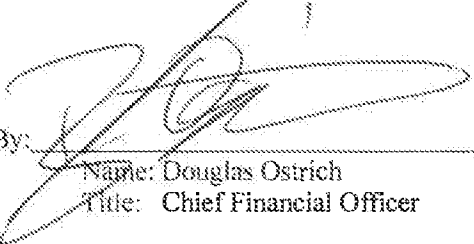
[Signature Page to Second Lien Trademark Release]

TRADEMARK
REEL: 006482 FRAME: 0481

CROWN IRON WORKS COMPANY

By: 
Name: Douglas Ostrich
Title: Chief Financial Officer

CPM ACQUISITION CORP.

By: 
Name: Douglas Ostrich
Title: Chief Financial Officer

CPM WOLVERINE PROCTOR, LLC

By: _____
Name: Ted Waitman
Title: Manager

[Signature Page to Second Lien Trademark Release]

CROWN IRON WORKS COMPANY

By: _____

Name: Douglas Ostrich

Title: Chief Financial Officer

CPM ACQUISITION CORP.

By: _____

Name: Douglas Ostrich

Title: Chief Financial Officer

CPM WOLVERINE PROCTOR, LLC

By: _____

Name: Ted Waitman

Title: Manager

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