

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPM ACQUISITION CORP.		08/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0657725	CPM	
Registration Number:	1546083	R	
Registration Number:	154084		
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038507-0255		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/KJA/		

OP \$90.00 0657725

Date:

08/31/2012

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of August 29, 2012 (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 Jefferies Finance LLC, 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 August 29, 2012 (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, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

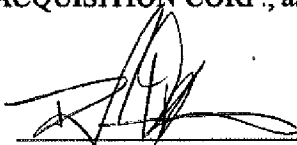
SECTION 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Pledgor and the Collateral Agent agree that the Lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the exercise of any right or remedy by the Collateral Agent 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 offer as of the date first set forth above.

CPM ACQUISITION CORP., as Pledgor

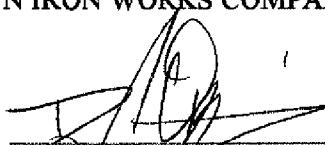
By:



Name: Douglas Ostrich
Title: Secretary, Treasurer and CFO

CROWN IRON WORKS COMPANY, as Pledgor

By:



Name: Douglas Ostrich
Title: Secretary, Treasurer and CFO

CPM WOLVERINE PROCTOR, LLC, as 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 offer as of the date first set forth above.


CPM ACQUISITION CORP., as Pledgor

By: _____
Name: Douglas Ostrich
Title: Secretary, Treasurer and CFO

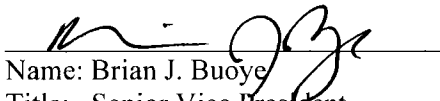
CROWN IRON WORKS COMPANY, as Pledgor

By: _____
Name: Douglas Ostrich
Title: Secretary, Treasurer and CFO

CPM WOLVERINE PROCTOR, LLC, as Pledgor

By: 
Name: Ted Waitman
Title: Manager

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Brian J. Buoye
Title: Senior Vice President

Signature page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 004854 FRAME: 0224

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

PLEDGORS




NAME	ADDRESS
CPM Acquisition Corp.	2975 Airline Circle Waterloo, Iowa 50703
Crown Iron Works Company	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
Crown Iron Works Company		1238029	17-May-83
Crown Iron Works Company		2168464	23-Jun-98
Crown Iron Works Company	DDD	2556290	2-Apr-02
Crown Iron Works Company	HULLOOSENATOR	2725033	10-Jun-03
Crown Iron Works Company	HIPLEX	3720160	1-Dec-09
Crown Iron Works Company	TRIPOINT	3725926	15-Dec-09
CPM Wolverine Proctor, LLC	WOLVERINE PROCTOR & SCHWARTZ	3436183	27-May-08
CPM Wolverine Proctor, LLC	JETROAST	1258466	22-Nov-83
CPM Wolverine Proctor, LLC	WOLVERINE PROCTOR	3398655	18-Mar-08
CPM Wolverine Proctor, LLC	PROCTOR	3427023	13-May-08
CPM Wolverine Proctor, LLC	JETZONE	3409308	8-Apr-08
CPM Wolverine Proctor, LLC	PROCTOR & SCHWARTZ	3398656	18-Mar-08
CPM Wolverine Proctor, LLC	COM-PAK	3807090	22-Jun-10
CPM Wolverine Proctor, LLC		3409307	8-Apr-08
CPM Wolverine Proctor, LLC	WOLVERINE	3436182	27-May-08
CPM Wolverine Proctor, LLC	PROCTOR	1244130	5-Jul-83
CPM Wolverine Proctor, LLC	COM-PAK	1101965	12-Sep-78
CPM Wolverine Proctor, LLC		765424	25-Feb-64

CPM Wolverine Proctor, LLC	JETZONE	654465	12-Nov-57
CPM Acquisition Corporation		0657725	28-Jan-58
CPM Acquisition Corporation		1546083	4-Jul-89
CPM Acquisition Corporation		1546084	4-Jul-89

United States Trademark Applications:

None.