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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
CPM Acquisition Corp.	01/20/2006

RECEIVING PARTY DATA

IIName:	COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH		
Street Address:	10 Exchange Place		
Internal Address:	16th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6302572

CORRESPONDENCE DATA

Fax Number: (214)855-4300

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2148554775

Email: awalker@jenkens.com

Correspondent Name: Andrea Walker
Address Line 1: 1445 Ross Avenue

Address Line 2: Suite 3700

Address Line 4: Dallas, TEXAS 75202-2799

ATTORNEY DOCKET NUMBER:	14399-53 CPM ACQUISITION

NAME OF SUBMITTER: ANDREA WALKER

Total Attachments: 2

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PATENT REEL: 017286 FRAME: 0223

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PATENT REEL: 017286 FRAME: 0224

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

WHEREAS, CPM ACQUISITION CORP. (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into a Security Agreement, dated June 11, 2004 (the "Security Agreement"), in favor of Dymas Funding Company, LLC ("Dymas") in its capacity as administrative agent for certain lenders;

WHEREAS, Dymas resigned as the administrative agent and Coöperatieve Centrale Raiffeisen – Boerenleenbank B.A., "Rabobank International", New York Branch, was appointed as the successor administrative agent (in such capacity, the "Assignee") pursuant to that certain Resignation and Transfer of Agency dated December 14, 2005. Contemporaneously with its resignation, Dymas assigned to the Assignee all of Dymas' right, title, interest and privileges under the Security Agreement and all liens and security interests created thereunder;

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 20, 2006.

CPM ACQUISITION CORP.

Douglas Ostrich, Chief Financial Officer

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INTELLECTUAL PROPERTY SECURITY AGREEMENT - PATENTS, Solo Page Error! Unknown document property name.

SCHEDULE 1A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT PATENTS

COUNTRY	TITLE	APPLICATION NO.	ISSUE DATE	PATENT NO.
U.S.	Back Vented Barrel for an Extruding Assembly		October 16, 2001	6,302,572

SCHEDULE 1A to Intellectual Property Security Agreement – Patents, Solo Page DALLAS2 1139863v1 14399-00053

RECORDED: 03/10/2006

PATENT REEL: 017286 FRAME: 0226