

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
CPM HOLDINGS, INC.	11/20/2009
CPM ACQUISITION CORP.	11/20/2009
CROWN ACQUISITION CORP.	11/20/2009
CPM WOLVERINE PROCTOR, LLC	11/20/2009
CROWN IRON WORKS COMPANY	11/20/2009
CROWN BIOFUELS, LLC	11/20/2009
CPM SA LLC	11/20/2009

RECEIVING PARTY DATA

Name:	HARRIS N.A., as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 64

Property Type	Number
Patent Number:	5131172
Patent Number:	5316625
Patent Number:	5630911
Patent Number:	5770082
Patent Number:	5884416
Patent Number:	5884769
Patent Number:	6262285
Patent Number:	6279250
Patent Number:	6509051
Patent Number:	6732454

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PATENT
REEL: 023556 FRAME: 0913

OP \$2560.00 5131172

Patent Number:	6945287
Patent Number:	6996917
Patent Number:	7124580
Patent Number:	7234512
Patent Number:	7235183
Patent Number:	6766595
Patent Number:	RE37653
Patent Number:	5727689
Patent Number:	5294002
Application Number:	11375461
Application Number:	11670153
Application Number:	11744688
Patent Number:	4973484
Patent Number:	5263817
Patent Number:	5076160
Patent Number:	5020695
Patent Number:	5043175
Patent Number:	5486102
Patent Number:	5542838
Patent Number:	5248469
Patent Number:	5072887
Patent Number:	5503338
Patent Number:	5381731
Patent Number:	5469781
Patent Number:	5501143
Patent Number:	5366167
Patent Number:	5458246
Patent Number:	5535954
Patent Number:	5582482
Patent Number:	5566902
Patent Number:	5769239
Patent Number:	5609308
Patent Number:	5653044
Patent Number:	5664338
Patent Number:	5692688

Patent Number:	5701683
Patent Number:	5853318
Patent Number:	5709035
Patent Number:	5938131
Patent Number:	5794358
Patent Number:	6053722
Patent Number:	5921001
Patent Number:	6299430
Patent Number:	6162038
Patent Number:	5141135
Patent Number:	D367069
Patent Number:	D385078
Patent Number:	6302572
Patent Number:	6485569
Patent Number:	4956271
Patent Number:	5114489
Patent Number:	5196068
Patent Number:	5286298
Patent Number:	5286299

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

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Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2072.054
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NAME OF SUBMITTER:	Nancy Brougher
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Total Attachments: 14

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of November ~~20~~ 2009, by and among the GRANTORS (as defined below) and HARRIS N.A., in its capacity as administrative agent, for the benefit of itself and the ratable benefit of the Secured Parties (together with its successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among CPM Acquisition Corp., CPM Wolverine Proctor, LLC, and Crown Iron Works Company (each, a "Borrower" and collectively, the "Borrowers"), the guarantors party thereto, the lenders party thereto as "Lenders" ("Lenders"), and Administrative Agent, the Lenders are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant Of Security Interest In Patent Collateral. Each Grantor hereby grants to the Administrative Agent, for the benefit of itself and the ratable benefit of the Secured Parties, a continuing first priority security interest (subject to Indenture Obligations and any Permitted Liens that are given priority by law) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of such Grantor's Patents and rights in and to Patent Licenses to which it is a party, in each case, including but not limited to those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutions, extensions or renewals of, and improvements on, of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. Security For Obligations. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or any of them, to the Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of itself and the ratable benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent 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, and in the event of any conflict between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization To Supplement. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new patent rights in accordance with the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Construction. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CPM HOLDINGS, INC.
a Delaware corporation

By: 

Name: _____

Title: _____

CPM ACQUISITION CORP.
a Delaware corporation

By: 

Name: _____

Title: _____

CROWN ACQUISITION CORP.
a Delaware corporation

By: 

Name: _____

Title: _____

CPM WOLVERINE PROCTOR, LLC
a Delaware limited liability company

By: 

Name: _____

Title: _____

CROWN IRON WORKS COMPANY
a Delaware corporation

By: 

Name: _____

Title: _____

CROWN BIOFUELS, LLC
a Minnesota limited liability company

By: 

Name: _____

Title: _____

CPM SA LLC
a Delaware limited liability company

By: 

Name: _____

Title: _____

**ACCEPTED AND
ACKNOWLEDGED BY:**

HARRIS N.A.
as Administrative Agent

By: 

Name: Craig Thistlethwaite

Title: Director

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

PATENT REGISTRATIONS/APPLICATIONS

CROWN IRON WORKS COMPANY

A. Registered Patents:

COUNTRY	TITLE	APPLICATION NO.	ISSUE DATE	PATENT NO.
US	Contactator for Granular Materials	07/555,080	07/21/1992	5,131,172
US	Apparatus for Separating a Partially Miscible Solvent from Water	08/072,032	05/31/1994	5,316,625
US	Apparatus for Continuous Removal of a Solvent or Other Liquid from Solid Particles or Granules	08/374,333	05/20/1997	5,630,911
US	Self-Purging Extractor	08/643,033	06/23/1998	5,770,082
US	Grain Dryer Module	08/891,562	03/23/1999	5,884,416
US	Particulate Material Processing Tray	08/974,613	03/23/1999	5,884,769
US	Process for Dry Synthesis and Continuous Separation of a Fatty Acid Methyl Ester Reaction Product	09/339,436	07/17/2001	6,262,285
US	Apparatus & Method for Enhanced Solvent Recovery from Solvent Extracted Material	09/391,333	08/28/2001	6,279,250
US	Process for Removing Residual Solvent from Solids	09/518,337	01/21/2003	6,509,051
US	Apparatus for Extracting Solvent from a Mass of Vegetable Particles	10/282,642	05/11/2004	6,732,454
US	Columnar Seal for Particle Processing System	10/720,298	09/20/2005	6,945,287
US	Two Stage Apparatus for Desolventizing Food Grain Meal	10/251,068	02/14/2006	6,996,917

COUNTRY	TITLE	APPLICATION NO.	ISSUE DATE	PATENT NO.
US	Sub-Zero Condensation Vacuum System	10/873,555	10/24/2006	7,124,580
US	Heat Exchanger with Internal Baffle and an External Bypass for the Baffle	11/178,619	06/26/2007	7,234,512
US	Glycerine Foots Salt Separation System	10/873,683	06/26/2007	7,235,183
US	Particulate Material Processing Tray	08/974,613	03/23/1999	5,884,769
US	Apparatus and Method for Enhanced Solvent Recovery from Solvent Extracted Material	09/943,429	07/27/2004	6,766,595
US	Grain Dryer Module	09/391,655	04/16/2002	RE37,653
US	Treatment Device for Particulate Matter	08/638,340	03/17/1998	5,727,689
US	Air Separator with Spiral Staves	08/103,540	03/15/1994	5,294,002

B. Patent Applications:

COUNTRY	TITLE	APPLICATION NO.	APPLICATION DATE
US	Biomass Extracts with Protein and Nutritional Value	11/375,461	03/14/2006
US	Biodiesel Cold Filtration Process	11/670,153	02/01/2007
US	Ethanol Process Using Pre-Fermentation Solids Removal	11/744,688	05/04/2007

C. Patent Licenses:

1. Exclusive License Agreement, dated as of September 20, 2005, between Crown Iron Works Company and Tullum Ltd. (This License covers patents and trademarks).
2. License Agreement, dated as of February __, 2007, between CO₂LD, LLC and Tullum Ltd. (This License covers patents and trademarks). – This license is not material.

3. License Agreement from Hiplex Technologies, Ltd. Among Crown Iron Works Company, Harburg-Freudenberger Marschinenbau GmbH and Hiplex Technologies, Ltd. (This License covers patents and trademarks).

CPM ACQUISITION CORP.

A. Registered Patents:

COUNTRY	TITLE	APPLICATION NO.	ISSUE DATE	PATENT NO.
AU	RETRACTABLE DIE CLAMP FOR A PELLET MILL	13,607/00	01/25/2000	756229
BE	ROLL MILL	91300374.5	10/26/1994	0443715
BR	ADJUSTABLE ROLL MILL ASSEMBLY	PI91002192	04/25/1995	9100219-2
CA	ROLLER MILL GRAIN PREHEATING	585,337	10/19/1993	1,323,348
CN	SYSTEM PROVIDING RAPID DIE CHANGE CAPABILITY TO A PELLET MILL	93105276.9	01/10/1998	93105276.9
DE	A ROLL ARRANGEMENT FOR A MILLING MACHINE, AND AN INTER-ROLL DRIVE THEREOF	96303318.8	02/27/2002	P69619431.7
DE	ROLL MILL	91300374.5	10/26/1994	69104742.1
DK	A ROLL ARRANGEMENT FOR A MILLING MACHINE, AND AN INTER-ROLL DRIVE THEREOF	96303318.8	02/27/2002	0 742 049
EPO	A ROLL ARRANGEMENT FOR A MILLING MACHINE, AND AN INTER-ROLL DRIVE THEREOF	96303318.8	02/27/2002	0 742 049
IT	ROLL MILL	91300374.5	10/26/1994	0443715
GB	ROLL MILL	91300374.5	10/26/1994	0443715

COUNTRY	TITLE	APPLICATION NO.	ISSUE DATE	PATENT NO.
KR	A FIXTURE FOR A PELLET MILL DIE AND A SYSTEM PROVIDING RAPID ROLLER/DIE CHANGE CAPABILITY	7910/1993	01/13/2000	251659
MX	SYSTEM PROVIDING RAPID DIE CHANGE CAPABILITY TO A PELLET MILL	9302857	10/21/1997	186541
NE	A ROLL ARRANGEMENT FOR A MILLING MACHINE, AND AN INTER-ROLL DRIVE THEREOF	96303318.8	02/27/2002	0 742 049
NL	MECHANICAL ROLL ADJUSTING APPARATUS AND REMOTE METHOD FOR A PELLET MILL	93302827.6	05/29/1996	0594278
NL	COUNTER FLOW COOLER	1003675	07/24/1996	1003675
US	ROLLER MILL GRAIN PREHEATING	07/366,272	11/27/1990	4,973,484
US	APPARATUS FOR PELLETIZING COARSELY GROUND PARTICULATE FEED MATERIAL	07/973,246	11/23/1993	5,263,817
US	FEED DEVICE FOR LOW DENSITY MATERIALS	07/649,327	12/31/1991	5,076,160
US	APPARATUS FOR CONTROLLING THE DISCHARGE OF MATERIAL FROM A STORAGE TANK	07/448,293	06/04/1991	5,020,695
US	METHOD AND APPARATUS FOR STERILIZATION OF ANIMAL FEED	07/590,681	08/27/1991	5,043,175

COUNTRY	TITLE	APPLICATION NO.	ISSUE DATE	PATENT NO.
US	HIGH INTENSITY PELLET MACHINE	08/236,066	01/23/1996	5,486,102
US	SYSTEM PROVIDING RAPID DIE CHANGE CAPABILITY TO A PELLET MILL	08/326,150	08/06/1996	5,542,838
US	MECHANICAL REMOTE ROLL ADJUSTING APPARATUS AND METHOD FOR A PELLET MILL	07/963,174	09/28/1993	5,248,469
US	ROLL MILL	07/467,701	12/17/1991	5,072,887
US	REGRIND DEFLECTORS FOR HAMMERMILLS	08/425,320	04/02/1996	5,503,338
US	ROUND EXPANDING MODULAR STEAM CHAMBER	08/062,357	01/17/1995	5,381,731
US	IRREGULAR FLOW STEAM CONDITIONER	08/259,082	11/28/1995	5,469,781
US	IRREGULAR FLOW STEAM CONDITIONER	08/468,945	03/26/1996	5,501,143
US	FULL WIDTH STATIONARY SCALPER FOR ROLL MILL GRINDERS	08/077,264	11/22/1994	5,366,167
US	HORIZONTAL CYLINDRICAL SIFTER WITH ADJUSTABLE AGITATOR ARMS	08/315,537	10/17/1995	5,458,246
US	METERED LAMINA AIR INTAKE FOR A HAMMERMILL FEEDER	08/184,123	07/16/1996	5,535,954
US	PILLOW BLOCK BEARING	08/441,148	12/10/1996	5,582,482
US	ROLL ARRANGEMENT FOR A MILLING MACHINE, AND AN INTER-ROLL DRIVE THEREFOR	08/440,149	10/22/1996	5,566,902

COUNTRY	TITLE	APPLICATION NO.	ISSUE DATE	PATENT NO.
US	GRAIN SCALPING APPARATUS	08/544,527	06/23/1998	5,769,239
US	FINE ADJUSTMENT/QUICK ACTING MANUAL ACTUATOR FOR ROLLER MILL FEED GATES	08/543,431	03/11/1997	5,609,308
US	HORIZONTAL COOLER AND DRYER WITH SOLID PANS	08/620,770	08/05/1997	5,653,044
US	INLET AIR SEAL FOR USE WITH A COOLER/DRYER	08/620,771	09/09/1997	5,664,338
US	COMMINUTING SCREEN FOR HAMMERMILLS	08/691,908	12/02/1997	5,692,688
US	COUNTER FLOW COOLER	08/748,588	12/30/1997	5,701,683
US	ROLL SURFACE GRINDER	08/962,276	12/29/1998	5,853,318
US	COUNTER FLOW COOLER	08/681,257	01/20/1998	5,709,035
US	HAMMERMILL WITH POLYGONAL SCREEN, REGRIND DEFLECTORS AND HINGED DOOR MOUNTING SCREEN SECTIONS	08/857,286	08/17/1999	5,938,131
US	APPARATUS FOR COOLING AND DRYING BULK PRODUCTS USING PRIMARY AND AUXILIARY AIR	08/874,041	08/18/1998	5,794,358
US	NITRIDED H13 - ALLOY CYLINDRICAL PELLETING DIES	09/122,858	04/25/2000	6,053,722
US	OSCILLATING FEEDER WITH OPPOSING FEED ANGLE	09/020,039	07/13/1999	5,921,001

COUNTRY	TITLE	APPLICATION NO.	ISSUE DATE	PATENT NO.
US	COOLING MEDIUM INJECTION FOR PELLET MILL ROLLERS	09/213,252	10/09/2001	6,299,430
US	RETRACTABLE DIE CLAMP FOR A PELLET MILL	09/239,301	12/19/2000	6,162,038
US	BRACKET ASSEMBLY FOR AGITATING A BAG CONTAINING BULK DRY MATERIAL	07/629157	08/25/1992	5,141,135
US	PILLOW BLOCK BEARING HOUSING	29/038,885	02/13/1996	D367,069
US	COOLER SOLID PAN	29/052,06	10/14/1997	D385,078
US	BACK VENTED BARREL FOR AN EXTRUDING ASSEMBLY	09/457,548	10/16/2001	6,302,572
US	SPRAY CHAMBER AND SYSTEM AND METHOD OF SPRAY COATING SOLID PARTICLES	09/613,912	11/26/2002	6,485,569

B. Patent Applications:

COUNTRY	TITLE	APPLICATION NO.
BR	RETRACTABLE DIE CLAMP FOR A PELLET MILL	PI0000889-3
EPO	RETRACTABLE DIE CLAMP FOR A PELLET MILL	00101458.8

CPM WOLVERINE PROCTOR, LLC

Registered Patents:

COUNTRY	TITLE	REGISTRATION NO.	DATE
US	MATERIAL TREATMENT	4,956,271	09/11/1990

COUNTRY	TITLE	REGISTRATION NO.	DATE
CA	INCINERATOR SYSTEM	1,259,523	09/19/1999

CALIFORNIA PELLET MILL

Registered Patents:

COUNTRY	TITLE	REGISTRATION NO.	DATE
US	Means for Producing a High Brix Sugar Liquid	5,114,489	05/19/1992
US	Means for Producing a High Brix Lump-Free Magma	5,196,068	03/23/1993
US	Device and Method for Reducing Crystal Impact Damage and Lump Formation in a Sugar Centrifugal	5,286,298	02/15/1994
US	Apparatus and Method for Providing Reduced Crystal Damage in a Sugar Centrifugal	5,286,299	02/15/1994