

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CROWN IRON WORKS COMPANY	08/29/2012
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
PROPERTY NUMBERS Total: 24	
Property Type	Number
Patent Number:	7938345
Patent Number:	7794548
Patent Number:	7687648
Patent Number:	7235183
Patent Number:	7234512
Patent Number:	7124580
Patent Number:	6996917
Patent Number:	6945287
Patent Number:	6766595
Patent Number:	6732454
Patent Number:	6509051
Patent Number:	RE37653
Patent Number:	6279250
Patent Number:	6262285
Patent Number:	5884769

OP \$960.00 7938345

Patent Number:	5884416
Patent Number:	5770082
Patent Number:	5727689
Patent Number:	5630911
Patent Number:	5316625
Patent Number:	5294002
Application Number:	61546455
Application Number:	12958916
Application Number:	11670153

CORRESPONDENCE DATA

Fax Number: 7147558290
 Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 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
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NAME OF SUBMITTER:	KRISTIN J AZCONA
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Total Attachments: 10

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SECOND LIEN PATENT SECURITY AGREEMENT

This Second Lien Patent Security Agreement, dated as of August 29, 2012 (this "Patent 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 a 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 Patent 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 Patent Collateral. 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, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Patent Collateral"):

all patents and patent applications (whether issued or applied for in the United States or any other country, multi-national registry, or any political subdivision thereof), including those 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) reissues, substitutes, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof, (iii) inventions and improvements described and claimed therein, (iv) rights to sue or otherwise recover for any past, present or future infringement or other violation thereof, (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 or other violation thereof, and (vi) other rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent 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 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Governing Law. THIS PATENT 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.

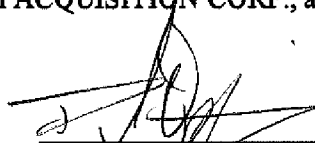
SECTION 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Pledgor and the Collateral Agent agree that the Lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the exercise of any right or remedy by the Collateral Agent 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 Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer 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:

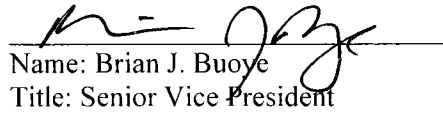


Name: Douglas Ostrich

Title: Secretary, Treasurer and CFO

JEFFERIES FINANCE LLC,
as Collateral Agent

By:


Name: Brian J. Buoye
Title: Senior Vice President

Signature page to Second Lien Patent Security Agreement

PATENT
REEL: 028886 FRAME: 0915

SCHEDULE 1
to
SECOND LIEN PATENT SECURITY AGREEMENT

PLEDGORS

NAME	ADDRESS
CPM Acquisition Corp.	2975 Airline Circle Waterloo, Iowa 50703
Crown Iron Works Company	2975 Airline Circle Waterloo, Iowa 50703

SCHEDULE 2
to
SECOND LIEN PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

PLEDGOR	TITLE	PATENT NUMBER	ISSUE DATE
CPM Acquisition Corp.	BACK VENTED BARREL FOR AN EXTRUDING ASSEMBLY	6302572	16-Oct-2001
CPM Acquisition Corp.	HIGH INTENSITY PELLET MACHINE	5486102	23-Jan-1996
CPM Acquisition Corp.	SYSTEM PROVIDING RAPID DIE CHANGE CAPABILITY TO A PELLET MILL	5542838	06-Aug-1996
CPM Acquisition Corp.	REGRIND DEFLECTORS FOR HAMMERMILLS	5503338	02-Apr-1996
CPM Acquisition Corp.	ROUND EXPANDING MODULAR STEAM CHAMBER	5381731	17-Jan-1995
CPM Acquisition Corp.	IRREGULAR FLOW STEAM CONDITIONER	5469781	28-Nov-1995
CPM Acquisition Corp.	IRREGULAR FLOW STEAM CONDITIONER	5501143	26-Mar-1996
CPM Acquisition Corp.	FULL WIDTH STATIONARY SCALPER FOR ROLL MILL GRINDERS	5366167	22-Nov-1994
CPM Acquisition Corp.	HORIZONTAL CYLINDRICAL SIFTER WITH ADJUSTABLE AGITATOR ARMS	5458246	17-Oct-1995
CPM Acquisition Corp.	METERED LAMINA AIR INTAKE FOR A HAMMERMILL FEEDER	5535954	16-Jul-1996
CPM Acquisition Corp.	PILLOW BLOCK BEARING	5582482	10-Dec-1996
CPM Acquisition Corp.	ROLL ARRANGEMENT FOR A MILLING MACHINE, AND AN INTER-ROLL DRIVE THEREFOR	5566902	22-Oct-1996

CPM Acquisition Corp.	GRAIN SCALPING APPARATUS	5769239	23-Jun-1998
CPM Acquisition Corp.	FINE ADJUSTMENT/QUICK ACTING MANUAL ACTUATOR FOR ROLLER MILL FEED GATES	5609308	11-Mar-1997
CPM Acquisition Corp.	HORIZONTAL COOLER AND DRYER WITH SOLID PANS	5653044	05-Aug-1997
CPM Acquisition Corp.	INLET AIR SEAL FOR USE WITH A COOLER/DRYER	5664338	09-Sep-1997
CPM Acquisition Corp.	COMMINUTING SCREEN FOR HAMMERMILLS	5692688	02-Dec-1997
CPM Acquisition Corp.	COUNTER FLOW COOLER	5701683	30-Dec-1997
CPM Acquisition Corp.	ROLL SURFACE GRINDER	5853318	29-Dec-1998
CPM Acquisition Corp.	COUNTER FLOW COOLER	5709035	20-Jan-1998
CPM Acquisition Corp.	HAMMERMILL WITH POLYGONAL SCREEN, REGRIND DEFLECTORS AND HINGED DOOR MOUNTING SCREEN SECTIONS	5938131	17-Aug-1999
CPM Acquisition Corp.	APPARATUS FOR COOLING AND DRYING BULK PRODUCTS USING PRIMARY AND AUXILIARY AIR	5794358	18-Aug-1998
CPM Acquisition Corp.	NITRIDED H13-ALLOY CYLINDRICAL PELLETING DIES	6053722	25-Apr-2000
CPM Acquisition Corp.	Cooling medium injection for pellet mill rollers	6299430	09-Oct-2001
CPM Acquisition Corp.	RETRACTABLE DIE CLAMP FOR A PELLET MILL	6162038	19-Dec-2000
CPM Acquisition Corp.	SPRAY CHAMBER AND SYSTEM AND METHOD OF SPRAY COATING SOLID PARTICLES	6485569	26-Nov-2002
CPM Acquisition Corp.	Oscillating Feeder with Opposing Feed Angle	5921001	13-Jul-1999
Crown Iron Works	Dry milling corn	7938345	10-May-2011

Company	fractionation process		
Crown Iron Works Company	Ethanol process using pre-fermentation solids removal	7794548	14-Sep-2010
Crown Iron Works Company	Biomass extracts with protein and nutritional value	7687648	30-Mar-2010
Crown Iron Works Company	Glycerine foots salt separation system	7235183	26-Jun-2007
Crown Iron Works Company	Heat exchanger with internal baffle and an external bypass for the baffle	7234512	26-Jun-2007
Crown Iron Works Company	Sub-zero condensation vacuum system	7124580	24-Oct-2006
Crown Iron Works Company	Two stage apparatus for desolventizing food grain meal	6996917	14-Feb-2006
Crown Iron Works Company	Columnar seal for particle processing system	6945287	20-Sep-2005
Crown Iron Works Company	Apparatus and method for enhanced solvent recovery from solvent extracted material	6766595	27-Jul-2004
Crown Iron Works Company	Apparatus for extracting solvent from a mass of vegetable particles	6732454	11-May-2004
Crown Iron Works Company	Process for removing residual solvent from solids	6509051	21-Jan-2003
Crown Iron Works Company	Grain dryer module	RE37,653	16-Apr-2002
Crown Iron Works Company	Apparatus for enhanced solvent recovery from solvent extracted material	6279250	28-Aug-2001
Crown Iron Works Company	Process for dry synthesis and continuous separation of a fatty acid methyl ester reaction product	6262285	17-Jul-2001
Crown Iron Works Company	Particulate material processing tray	5884769	23-Mar-1999
Crown Iron Works Company	Grain dryer module	5884416	23-Mar-1999
Crown Iron Works Company	Self-purging extractor	5770082	23-Jun-1998
Crown Iron Works Company	Treatment device for particulate materials	5727689	17-Mar-1998
Crown Iron Works Company	Apparatus for continuous removal of a solvent or other liquid from solid particles or granules	5630911	20-May-1997

Crown Iron Works Company	Apparatus for separating a partially miscible solvent from water	5316625	31-May-1994
Crown Iron Works Company	Air separator with spiral staves	5294002	15-Mar-1994

United States Patent Applications:

PLEDGOR	TITLE	APPLICATION NUMBER	FILING DATE
CPM Acquisition Corp.	Three-Axis Mixer	29/416,846	27-Mar-2012
Crown Iron Works Company	SOLVENT SCAVENGER FOR A DESOLVENTIZER TOASTER WITH VRS SYSTEM	14023/153/000	
Crown Iron Works Company	SOLVENT SCAVENGER FOR A DESOLVENTIZER TOASTER WITH VRS SYSTEM	14023/153/001	
Crown Iron Works Company	GEARBOX HOUSING ALLOWING REDUCED HERTZIAN LOADS ON THE TEETH OF THE OUTPUT GEAR	14023/148/000	
Crown Iron Works Company	METHOD AND APPARATUS FOR TREATING MISCELLA	14023/151/000	
Crown Iron Works Company	MULTI-SEGMENT SEAL RETAINER FOR ROTATING SHAFTS	14023/152/000	
Crown Iron Works Company	STIRRING ARM FOR MIXING PARTICULATE, LIQUID, AND SLURRY MATERIALS	14023/154/000	
Crown Iron Works Company	DT VAPOR WASH	14023/150/000	
Crown Iron Works Company	RECYCLING PROCESS FOR DISCARDED ROOF SHINGLES	14023/155/000	
Crown Iron Works Company	ASPHALT RECOVERY SYSTEM AND PROCESS	61/546455	
Crown Iron Works Company	EXTRACTOR	14023/156/000	
Crown Iron Works	Piping attachment for	12958916	2-Dec-2010

Company	steam/condensate connections to DT trays		
Crown Iron Works Company	Biodiesel cold filtration process	11670153	1-Feb-2007