

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM438115

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Change in General Partners
RESUBMIT DOCUMENT ID:	900411418

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dresser-Rand Company (composed of Ingersoll-Rand Company (a New Jersey corporation) and DR Holding Corp. (a Delaware Corporation))		10/29/2004	Partnership: NEW YORK

RECEIVING PARTY DATA

Name:	Dresser-Rand Company
Street Address:	Paul Clark Drive
City:	Olean
State/Country:	NEW YORK
Postal Code:	14760
Entity Type:	Partnership: NEW YORK
Composed Of:	<ul style="list-style-type: none"> • Dresser-Rand Group Inc., DELAWARE, Corporation • Dresser-Rand LLC, DELAWARE, Limited Liability Company

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1532689	DR
Registration Number:	1536088	DRESSER-RAND
Registration Number:	2152313	DATUM
Registration Number:	3071330	PELE-SOL
Registration Number:	2917676	PELE-SOL ENGINEERED SOLUTIONS
Registration Number:	2891559	PELE-SOLUTIONS
Registration Number:	2889631	PELE-SOL ENGINEERED SOLUTIONS
Registration Number:	3534401	D-R

CORRESPONDENCE DATA

Fax Number: 8324088558

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: 832-338-8090

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Email: tm@fibbelightner.com
Correspondent Name: Fibbe Lightner LLP
Address Line 1: 3733-1 Westheimer, No. 1009
Address Line 4: Houston, TEXAS 77027

ATTORNEY DOCKET NUMBER:	DR
NAME OF SUBMITTER:	A. Reagan Fibbe
SIGNATURE:	/A. Reagan Fibbe/
DATE SIGNED:	08/05/2017

Total Attachments: 3
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SECOND AMENDED AND RESTATED PARTNERSHIP AGREEMENT

This SECOND AMENDED AND RESTATED PARTNERSHIP AGREEMENT (this "Agreement") is entered into as of October 29, 2004 between Dresser-Rand Group Inc., a Delaware corporation ("Group"), and Dresser-Rand LLC ("D-R LLC"), a Delaware limited liability company.

WHEREAS, the Partnership (as defined below) was formed pursuant to that certain Partnership Agreement (the "Original Partnership Agreement"), dated as of December 31, 1986, by and between Ingersoll-Rand Company, a New Jersey Corporation ("IR"), and Dresser Industries, Inc., a Delaware corporation ("Dresser");

WHEREAS, the Original Partnership Agreement was amended and restated in its entirety pursuant to that certain Amended and Restated Partnership Agreement (the "Amended Partnership Agreement"), dated as of October 1, 1992, between IR and Dresser;

WHEREAS, pursuant that certain Transaction Agreement, dated as of December 30, 1999, by and among IR, Dresser and D-R Acquisition LLC, Dresser assigned all of its interests in the Partnership (as defined below) to IR;

WHEREAS, pursuant to that certain Equity Purchase Agreement (the "Purchase Agreement"), dated as of August 25, 2004, between Dresser-Rand Holdings, LLC (f/k/a/ FRC Acquisitions LLC) ("Holdings"), on behalf of itself and the other buyers set forth on Exhibit A thereto, and Ingersoll-Rand Company Limited, a company organized under the laws of Bermuda, on behalf of itself and the other sellers set forth on Exhibit A thereto, Holdings has agreed to acquire (the "Acquisition") from such sellers, and the sellers have agreed to sell to Holdings and such buyers, the Acquired Interests (as defined in the Purchase Agreement) including the equity interests in D-R LLC and Dresser-Rand Company; and

WHEREAS, in connection with the Acquisition, the parties hereto desire to amend and restate in its entirety the Amended Partnership Agreement in order to provide for the governing of the affairs of the Partnership (as defined below) and the conduct of its business.

1. NAME AND BUSINESS: The parties (individually a "Partner" and jointly the "Partners") hereby continue (and, only in the event the partnership cannot be continued for any reason, form) a general partnership formed (the "Partnership") under the firm name of Dresser-Rand Company to engage in any lawful business, purpose or activity for which partnerships may be formed under the Partnership Law of the State of New York.

2. PLACE OF BUSINESS: The principle place of business of the Partnership shall be located at Olean, New York or at such other location as may be approved by the Partners from time to time.

3. TERM: The Partnership shall continue until dissolved by the will of the Partners

or by operation of law.

4. OFFICERS AND RELATED PERSONS: The Partners shall have the authority to appoint and terminate officers of the Partnership and to retain and terminate employees, agents and consultants of the Partnership and delegate any Partner's duties to any such officers, employees, agents and consultants as the Partners deem appropriate, including the power, acting individually or jointly, to represent and bind the Partnership in all matters, in accordance with scope of their respective duties.

5. PERCENTAGE INTERESTS: The Partners shall have the following undivided percentage interests in the Partnership, and unless otherwise agreed to in writing by the Partners, the Partners shall share in the profits or losses of the Partnership according to such percentage interests: ~~D-R LLC (51%)~~ and ~~Group (49%)~~

6. TAX TREATMENT: Unless otherwise determined by the Partners, the Partnership shall be treated as an entity that is disregarded as an entity separate from its owners for all tax purposes, and the Partnership and the Partners shall timely make any and all necessary elections and filings for the Partnership to be so treated.

7. CAPITAL CONTRIBUTIONS: From time to time, a Partner may determine that the Partnership requires capital and may make capital contribution(s) in an amount determined by the Partner. A capital account shall be maintained for each Partner, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

8. MANAGEMENT DUTIES: Each Partner shall devote as reasonably required its attention to the business of the Partnership and shall have equal rights in the management of the Partnership business.


9. RESTRICTIONS: Neither Partner shall, without the consent of the other, borrow money in the firm name, for any purpose, including firm purposes, or utilize collateral owned by the Partnership as security for such loans. Neither Partner shall, without the consent of the other, assign, transfer, compromise or release any claim of the Partnership except upon payment in full of the amount due, nor shall either Partner, without the consent of the other, arbitrate or consent to the arbitration of any disputes in which the Partnership is involved. Neither Partner shall, without the consent of the other, execute any document including, but not limited to, assignments for the benefit of creditors, bonds, confessions of judgment, chattel mortgages, deeds, guarantees, indemnity bonds or contracts of sale, that compromises the Partnership ownership of substantially all of the property of the Partnership. Neither Partner shall, without the consent of the other, lease or mortgage any real property or any interest in real property belonging to the Partnership, nor shall either party in any manner transfer any interest in the Partnership to anyone else, except for the other party to this agreement.

10. BOOKS: Accurate books of account of all firm business shall be kept, and shall be open to the inspection of either Partner at all times.

11. ACCOUNTING BASIS: The books of account shall be kept on a cash basis.

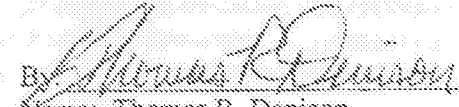
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed, in each case as of the day and year first above written.

DRESSER-RAND GROUP INC.

By: 
Name: Thomas R. Denison
Title: President

DRESSER-RAND LLC

By: Dresser-Rand Group Inc., its sole member

By: 
Name: Thomas R. Denison
Title: President

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