

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A.		12/12/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M.P. PUMPS, INC.		
<b>Street Address:</b>	34800 Bennett Drive		
<b>City:</b>	Fraser		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48026		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0915436	FLOMAX	
<b>Registration Number:</b>	0752026	PUMPAK	
<b>Registration Number:</b>	3937847	CHEMFLO	
<b>Registration Number:</b>	4453343	WE DON'T JUST GO WITH THE FLOW, WE CREAT	
<b>Registration Number:</b>	4868981	MP PUMPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122220818		
<i>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.</i>			
<b>Phone:</b>	312.222.0800		
<b>Email:</b>	chiipdocket@michaelbest.com, smprosek@michaelbest.com		
<b>Correspondent Name:</b>	Michelle E. Kouba		
<b>Address Line 1:</b>	444 W. Lake Street, Suite 3200		
<b>Address Line 2:</b>	Michael Best & Friedrich LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	206776-9927		
<b>NAME OF SUBMITTER:</b>	Michelle E. Kouba		
<b>SIGNATURE:</b>	/Michelle E. Kouba/		
<b>DATE SIGNED:</b>	01/07/2019		

OP \$140.00 0915436

**Total Attachments: 11**

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December 12, 2018

Lionheart Industrial Group LLC  
54 Friends Lane, Suite 125  
Newtown, Pennsylvania 18940  
Attention: David S. Bovenizer

**Re: Amended and Restated Credit Agreement dated as of February 16, 2016 (as amended, the "Credit Agreement"), among Lionheart Industrial Group LLC (the "Borrower"), the Loan Parties party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent**

Dear David:

You have informed us that the Borrower and each other owner of MPP Fluid Technology LLC, a Delaware limited liability company ("MPP Fluids") wishes to sell their respective Equity Interests in MPP Fluids and its subsidiaries MP Pumps Acquisition Corp., a Michigan corporation ("MP Acquisition"), and M. P. Pumps, Inc., a Michigan corporation ("MP Pumps"), together with MPP Fluid and MP Acquisition, collectively, the "Companies" and each, a "Company") to Gardner Denver, Inc., a Delaware corporation (the "Buyer") pursuant to the terms of that certain Membership Interest Purchase Agreement dated on or around the date hereof (the "Purchase Agreement") among MPP Fluids, the other sellers party thereto, and the Buyer. Terms used but not defined in this letter agreement shall have the meanings given to such terms in the Credit Agreement.

The Borrower has requested that solely with respect to the Companies, Administrative Agent and Lenders release the Companies as Loan Parties under the Credit Agreement and Loan Documents, terminate all liens, security interests, mortgages and other encumbrances arising under the Loan Documents encumbering the assets of the Companies, and release to the Borrower all possessory collateral representing ownership of Equity Interests in the Companies.

Administrative Agent and Lenders are willing to agree to Borrower's request, provided that Borrower causes Buyer to wire the portion of the Purchase Price payable at Closing (as those terms are defined in the Purchase Agreement) to Borrower and not otherwise withheld, escrowed or reserved (the "Paydown Amount") to Borrower's deposit account at Administrative Agent ending in account number 9788 ("Borrower's Account") as per the instructions set forth below.

Wire Transfer Instructions
Bank Name: JPMorgan Chase Bank, N.A. ABA/Routing #: 021000021 Account #: 753529788 Acct. Name: Lionheart Industrial Group LLC Reference: MP Pumps Proceeds

Upon the receipt of the Paydown Amount in Borrower's Account at the Closing under the Purchase Agreement: (a) the Companies shall be automatically and forever released and discharged from all of their respective Obligations under the Loan Documents (the "Release"), (b) without any further action on the part of Borrower or the Companies, the liens, security interests, mortgages and other encumbrances held by Administrative Agent and Lenders in the assets and property of the Companies under the Loan Documents (including, without limitation, liens on any deposit accounts or securities accounts) shall be immediately and automatically released, discharged and terminated; (c) Administrative

Agent shall file (at Borrower's expense) the Uniform Commercial Code financing statement amendments and termination statements, as applicable, attached hereto as Exhibit A, and (d) Administrative Agent shall promptly deliver, at Borrower's expense, all possessory collateral representing ownership of Equity Interests in the Companies to Buyer at the address for Buyer set forth in Section 8.3 of the Purchase Agreement. Administrative Agent shall file (at Borrower's expense) such additional documentation reasonably requested by Borrower or the Companies to evidence the release of collateral as contemplated by this letter agreement. Except as specifically provided for in this letter agreement, all of the other terms and provisions of the Credit Agreement and the other Loan Documents will remain in full force and effect, and by their signatures below, each Loan Party (other than the Companies) consents to the Release and reaffirms all of its respective obligations to Administrative Agent and Lenders pursuant to the terms of the Credit Agreement and the other Loan Documents, all of which remain in full force and effect.

Release Provisions: Upon the receipt of the Paydown Amount in Borrower's Account in connection with the Closing under the Purchase Agreement, each Company, acting for themselves and for and on behalf of each of their respective past, present and future members, managers, stockholders, officers, directors, agents, attorneys, employees, representatives, parents, subsidiaries, affiliates, participants, heirs, executors, administrators, predecessors, successors and assigns, and any other Person acting for or on behalf of any of them (such Company, together with all such other Persons, are hereinafter referred to collectively as the "Releasing Parties"), hereby fully, finally and forever releases, remises and discharges the Lenders, the Administrative Agent, and each of their respective past, present and future trustees, members, managers, stockholders, officers, directors, agents, attorneys, employees, representatives, parents, subsidiaries, affiliates, participants, heirs, executors, administrators, predecessors, successors and assigns, and any other Person acting for or on behalf of any of them, and each of them (the Lender and the Administrative Agent, together with all such other Persons, are hereinafter referred to collectively as the "Released Parties"), of and from any and all claims, actions, causes of action, indebtedness, liabilities, obligations, sums of money, controversies, counterclaims, suits, agreements, promises, damages, judgments, executions, losses, and demands of any kind or nature whatsoever (hereinafter referred to collectively as "Claims") (including, for the avoidance of doubt but without limitation, any and all Claims of breach of contract, duty (fiduciary, loyalty, care or otherwise) or tort and in each case, other than any claim or defenses resulting from actual fraud of any Released Party that is unknown to the Releasing Parties as of the date of this letter agreement), whether at law, in equity or otherwise, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, disputed or undisputed, liquidated or unliquidated, matured or unmatured and whether or not accrued, and whether or not asserted or assertable in law, equity or otherwise, for, upon or by reason of any act, omission or other matter, cause or thing whatsoever from the beginning of the world until the date hereof, which any of the Releasing Parties now has, or may hereafter have, against any of the Released Parties under the Loan Documents at law or in equity, and covenants and agrees never, individually or with any other Person, in any way, to commence, aid, prosecute, cause or permit to be commenced or prosecuted, against any of the Released Parties, any action or other proceeding based upon any losses, claims, demands, damages, liabilities, actions, causes of action, lawsuits, contracts, obligations, costs, duties, expenses, or other Claims (including, without limitation, all attorneys' fees and expenses) relating to the Loan Documents or which are the subject of this letter agreement and release (in each case other than claims or causes of action under this letter agreement).

This letter agreement may be signed and exchanged in counterparts, all of which when taken together shall constitute one and the same agreement. Signature by facsimile or other electronic means will also bind the parties to this letter agreement. This letter agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to principles of conflicts of law (other than Section 5-1401 of the New York General Obligations Law).

[Signature Page Follows]

Very truly yours,

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent and Lender

By: Heather M. Boylan  
Name: Heather M. Boylan  
Title: Authorized Signer

CONSENTED TO BY:

FIRSTTRUST BANK, as Lender

By: \_\_\_\_\_  
Name:  
Title:


Very truly yours,

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent and Lender

By: \_\_\_\_\_  
Name: Heather M. Boylan  
Title: Authorized Signer

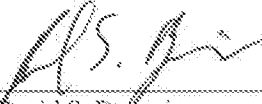
CONSENTED TO BY:

FIRSTTRUST BANK, as Lender

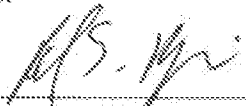
By:   
Name: Beth A. Sackel  
Title: SVP

CONSENTED TO BY REMAINING LOAN PARTIES:

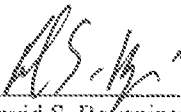
LIONHEART INDUSTRIAL GROUP LLC,  
as Borrower

By:   
Name: David S. Bovenizer  
Title: Manager and Chief Executive Officer


SELAS HEAT TECHNOLOGY COMPANY LLC,  
as Guarantor

By:   
Name: David S. Bovenizer  
Title: Manager

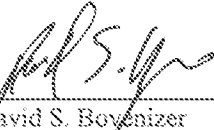
CRESCENT AEROSPACE TECHNOLOGY LLC,  
as Guarantor

By:   
Name: David S. Bovenizer  
Title: Manager

A-1 MACHINING CO.,  
as Guarantor

By:   
Name: David S. Bovenizer  
Title: Chief Executive Officer

AIRMAN PRODUCTS LLC,  
as Guarantor

By:   
Name: David S. Bovenizer  
Title: Manager

WEBSTER COMBUSTION TECHNOLOGY LLC,  
as Guarantor

By: SELAS HEAT TECHNOLOGY COMPANY, LLC, its manager

By:   
Name: David S. Bovenizer  
Title: Manager


HEAT COMBUSTION SOLUTIONS LLC,  
as Guarantor

By:   
Name: David S. Bovenizer  
Title: Manager

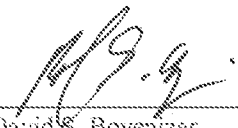


ACKNOWLEDGED AND AGREED  
SOLELY AS TO THE RELEASE PROVISIONS:

MPP FLUID TECHNOLOGY LLC

By:   
Name: David S. Bovevizer  
Title: Manager

MP PUMPS ACQUISITION CORP.

By:   
Name: David S. Bovevizer  
Title: Chief Executive Officer

M. P. PUMPS, INC.

By:   
Name: David S. Bovevizer  
Title: Chief Executive Officer

Exhibit A

UCC Financing Statement Amendments and Terminations

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**20154526397; filed 10/6/2015**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law
5.  PARTY INFORMATION CHANGE:  
Check one of these two boxes:  Debtor or  Secured Party of record  
AND Check one of these three boxes to:  CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME  
**MPP Fluid Technology LLC**

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**JPMorgan Chase Bank, N.A.**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:  
**Filing Office: Michigan Secretary of State (243739.13) Debtor: MP Pumps Acquisition Corp.**

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**2015117389-5; filed 8/18/2015**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law
5.  **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes:  Debtor or  Secured Party of record  
 AND Check one of these three boxes to:  CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**JPMorgan Chase Bank, N.A.**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**  
**Filing Office: Michigan Secretary of State (243739.13) Debtor: MP Pumps Acquisition Corp.**

Current Day Account Detail  
Gardner Denver, Inc  
SinglePoint  
Reported Activity as of 12/12/2018  
Printed on 12/12/2018 at 11:20 AM CST

**Transaction Summary for 12/12/2018**

Account Name/ Account Number	CCY	Amount	Transaction Description	BAI Code
Gardner Denver Inc. [REDACTED]	USD	[REDACTED]	Customer Initiated Outgoing Fedwire(s)	493

**Transaction Detail For 12/12/2018**

PAR Number: 181212015405  
Fed Ref: 001382  
Date/Time Completed: 12/12/2018 11:16:14 AM  
Receiving Bank: 021000021 JPMCHASE NYC  
Beneficiary: /753529788 LIONHEART INDUSTRIAL GROUP LLC  
Originator To Beneficiary Info: PROJECT OMAHA  
Originator: [REDACTED] GARDNER DENVER INC 222 E ERIE ST STE 500 MILWAUKEE,WI,53202  
IMAD: 20181212J1Q5040C001382  
Source: SPT Control Number: 106016193  
Initiated By: JAMES FITZSIMONS on Wed Dec 12 08:59:20 CST 2018  
Approved By: DAVID SCHULTZ on Wed Dec 12 11:06:01 CST 2018