

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556678

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gardner Denver, Inc.		01/07/2020	Corporation: DELAWARE
Gardner Denver Nash LLC		01/07/2020	Limited Liability Company: DELAWARE
Gardner Denver Thomas, Inc.		01/07/2020	Corporation: DELAWARE
Thomas Industries Inc.		01/07/2020	Corporation: DELAWARE
Gardner Denver Petroleum Pumps, LLC		01/07/2020	Limited Liability Company: OKLAHOMA

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	1615 Brett Road, OPS III
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	87684131	CHAMPION
Serial Number:	86942432	GARDNER DENVER PHOENIX
Serial Number:	87291114	GARDNER DENVER ULTIMA
Serial Number:	87581808	HOFFMAN & LAMSON CERTIFIED
Serial Number:	87713955	ICONN BY GARDNER DENVER
Serial Number:	86167093	OBERDORFER
Serial Number:	86028402	POSI/LOCK
Serial Number:	73642075	POSI/LOCK-105
Serial Number:	75510300	POSI/LOCK-III
Serial Number:	87057626	PUREAIR
Serial Number:	88253907	REDLINE BY GARDNER DENVER
Serial Number:	87294138	ULTIMA
Serial Number:	86848230	ENER-JET
Serial Number:	87002144	NASH CERTIFIED

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	74254084	GEM
Serial Number:	73638617	RIETSCHLE
Serial Number:	86893809	BLACK DIAMOND

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1172242 TM
NAME OF SUBMITTER:	Annette Vera
SIGNATURE:	/Annette Vera/
DATE SIGNED:	01/09/2020

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of January 7, 2020, is made by each of the Subsidiaries listed on the signature pages hereto (the “Grantors”), in favor of Citibank, N.A., as collateral agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of July 30, 2013 (as heretofore amended, supplemented or modified, the “Credit Agreement”), among the U.S. Borrower, the other Borrowers from time to time party thereto, Gardner Denver Holdings, Inc. (f/k/a Renaissance Parent Corp.) (“Holdings”), the Lenders party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantors, the U.S. Borrower and any Subsidiaries that become a party thereto, executed and delivered a Security Agreement, dated as of July 30, 2013 in favor of UBS AG, Stamford Branch (the “Resigning Agent”) (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each of the Grantors pledged and granted to the Resigning Agent for the benefit of the Resigning Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, in connection with Amendment No. 4 to the Credit Agreement, Grantors, the Borrowers and the other Credit Parties thereto, have executed and delivered a Successor Agent Agreement, dated as of June 28, 2019, in favor of the Agent as successor agent (the “Successor Agent Agreement”);

WHEREAS, pursuant to the Successor Agent Agreement, (a) the Required Lenders, the Borrowers and the other Credit Parties approved the Resigning Agent’s resignation and appointed the Agent as Successor Agent under the Credit Agreement and the other Credit Documents, and (b) the Agent agreed to accept its appointment to serve as successor Administrative Agent, Collateral Agent and Swingline Lender under the Credit Agreement and the other Credit Documents, and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge

Agreements with Holdings and/or its Subsidiaries, each of the Grantors agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each of the Grantors hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1051 and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each of the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GARDNER DENVER, INC.,
as Grantor

By: _____
Name: Andrew Schiesl
Title: Vice President and Secretary

THOMAS INDUSTRIES INC.,
As Grantor

By: _____
Name: Andrew Schiesl
Title: Secretary

GARDNER DENVER NASH LLC,
As Grantor

By: _____
Name: Andrew Schiesl
Title: Secretary

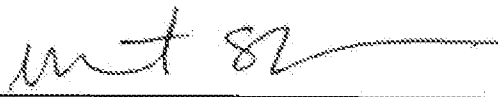
GARDNER DENVER PETROLEUM PUMPS LLC,
As Grantor

By: _____
Name: Andrew Schiesl
Title: Secretary

GARDNER DENVER THOMAS, INC.,
As Grantor

By: _____
Name: Andrew Schiesl
Title: Secretary

CITIBANK, N.A.,
as Administrative Agent and Collateral Agent

By: 
Name: Matthew Burke
Title: Managing Director & Vice President

[Signature Page to the Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006834 FRAME: 0224

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Registration/Serial Number	Title
Gardner Denver, Inc.	87/684,131	CHAMPION
Gardner Denver, Inc.	86/942,432	GARDNER DENVER PHOENIX & DESIGN
Gardner Denver, Inc.	87/291,114	GARDNER DENVER ULTIMA
Gardner Denver, Inc.	87/581,808	HOFFMAN AND LAMSON CERTIFIED
Gardner Denver, Inc.	87/713,955	ICONN BY GARDNER DENVER
Gardner Denver, Inc.	86/167,093	OBERDORFER
Gardner Denver, Inc.	86/028,402	POSI/LOCK
Gardner Denver, Inc.	73/642,075	POSI/LOCK-105
Gardner Denver, Inc.	75/510,300	POSI/LOCK-III
Gardner Denver, Inc.	87/057,626	PUREAIR
Gardner Denver, Inc.	88/253,907	REDLINE BY GARDNER DENVER
Gardner Denver, Inc.	87/294,138	ULTIMA
Gardner Denver Nash LLC	86/848,230	ENER-JET
Gardner Denver Nash LLC	87/002,144	NASH CERTIFIED
Gardner Denver Thomas, Inc.	74/254,084	GEM
Thomas Industries Inc.	73/638,617	RIETSCHLE
Gardner Denver Petroleum Pumps, LLC	86/893,809	BLACK DIAMOND

Material Inbound Exclusive Licenses in U.S. Trademarks

None