

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM567539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Collateral Agent		03/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HMD Seal/Less Pumps Limited		
Street Address:	10-12 Marshall Road		
Internal Address:	Hampden Park Industrial Estate		
City:	Eastbourne		
State/Country:	UNITED KINGDOM		
Postal Code:	BN22 9AN		
Entity Type:	Limited Corporation: UNITED KINGDOM		
Name:	Sundyne, LLC		
Street Address:	14845 West 64th Avenue		
City:	Arvada		
State/Country:	COLORADO		
Postal Code:	80007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2504715	KONTRO	
Registration Number:	2614478	SUNDGARD	
Registration Number:	2812080	PINNACLE	
Registration Number:	1969651	ANSIMAG	
Registration Number:	1141533	SUNFLO	
Registration Number:	831392	SUNDYNE	
Registration Number:	803011	SUNDYNE	
Registration Number:	5538769		
Registration Number:	2668053		
Registration Number:	4563321	VAPOURVIEW	

CH \$265.00 2504715

CORRESPONDENCE DATA**Fax Number:** 2028357586

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: 2028357500**Email:** dcip@milbank.com**Correspondent Name:** Javier J. Ramos**Address Line 1:** 1850 K Street, NW., Suite 1100**Address Line 2:** Milbank, LLP**Address Line 4:** Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	27280.00018
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NAME OF SUBMITTER:	Javier J. Ramos
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SIGNATURE:	/Javier J. Ramos/
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DATE SIGNED:	03/17/2020
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Total Attachments: 7

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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination of Intellectual Property Security Agreement (this “Termination”), dated as of March 17, 2020, is executed by Morgan Stanley Senior Funding, Inc. (the “Collateral Agent”) in favor of HMD Seal/Less Pumps Limited and Sundyne, LLC (collectively, “Grantors”) under the Security Agreements (defined below).

RECITALS

WHEREAS, the Grantors, other parties thereto and the Collateral Agent, as collateral agent for the benefit of the Secured Parties, entered into (i) a certain Security Agreement, dated as of May 15, 2019 in favor of Collateral Agent (as amended, restated, and/or otherwise modified from time to time, the “Security Agreement”), and (ii) a certain Intellectual Property Security Agreement dated as of May 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement,” collectively, the “Security Agreements”), which security interest was evidenced by the recordation of a security interest in favor of Collateral Agent, as collateral agent for the benefit of the Secured Parties, with (i) the United States Patent and Trademark Office on May 21, 2019 at reel 6650 and frame 0230 for Trademarks and (ii) the United States Patent and Trademark Office on May 21, 2019 at reel 049242 and frame 0255 for Patents.

WHEREAS, pursuant to the Security Agreements, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Collateral, including Patents, Trademarks and Copyrights ; and

WHEREAS, Collateral Agent desires to release any security interest and any other lien it or the Secured Parties may have in the Collateral, and assign all right, title and interest it or the Secured Parties may have in and to the Intellectual Property Collateral back to Grantors.

WHEREAS, the IP Security Agreement has been terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent on behalf of itself and the Secured Parties agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the IP Security Agreement or Security Agreement, as applicable.
2. The Collateral Agent is executing and delivering this Termination as further evidence of the termination of the Security Agreements and the release of any security interests created thereunder.
3. The Collateral Agent, on behalf of itself and the other Secured Parties, hereby claims no further right, title, or interest whatsoever in or to any and all of the Collateral, and accordingly, the Collateral Agent hereby expressly on behalf of itself and the other Secured Parties, hereby absolutely, unconditionally fully and irrevocably releases, terminates and discharges any security interests, pledges or liens that Collateral Agent or any other Secured Party may have in and to any and all of the Collateral (including but not limited to the Patents, Trademarks and Copyrights listed on Exhibit A hereto).

4. The Collateral Agent agrees that, at the Grantors' sole expense, it shall execute all other documents and do all other acts as reasonably requested by Grantors to relinquish and effect the release of its security interest in the Collateral and authorizes and requests that the United States Patent and Trademark Office and United States Copyright Office (or any equivalent or successor office) note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's and each Secured Party's rights and interests under the Security Agreements.

5. This Termination and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

MORGAN STANLEY SENIOR FUNDING, INC.

By: 

Name: Jordan Ransom

Title: Authorized Signatory

[Signature Page to Termination of IP Security Agreement]

TRADEMARK
REEL: 006894 FRAME: 0031

Exhibit A

Patent Collateral

Issued Patents:

Title	Filed	Serial No.	Issued	Patent No.	Owner
ELECTRIC MACHINE WITH AIR COOLING SYSTEM	5/4/2010	12600166	12/3/2013	8,597,001	SUNDYNE, LLC and Gardner Denver Deutschland GmbH (Joint Owners)
END WINDING COOLING	9/22/2008	12234767	12/28/2010	7,859,146	SUNDYNE, LLC and Gardner Denver Deutschland GmbH (Joint Owners)
FLOW OUTPUT NOZZLE FOR CENTRIFUGAL PUMP	6/17/2009	12485991	4/16/2013	8,419,358	SUNDYNE, LLC
FLOW VECTOR CONTROL FOR HIGH SPEED CENTRIFUGAL PUMPS	11/3/2011	13288126	4/7/2015	8,998,582	SUNDYNE, LLC
Gearbox Output Seal	1/24/2013	13748717	7/21/2015	9,086,131	SUNDYNE, LLC
INNER DRIVE FOR MAGNETIC DRIVE	3/5/2010	12718236	12/18/2012	8,333,666	SUNDYNE, LLC
INNER DRIVE FOR MAGNETIC DRIVE PUMP	12/14/2012	13715292	6/7/2016	9,362,050	SUNDYNE CORPORATION
LIQUID COOLED INTEGRATED ROTORDYNAMIC MOTOR/GENERATOR STATION WITH SEALED POWER ELECTRONIC CONTROLS	1/25/2002	10056902	2/3/2004	6,685,447	SUNDYNE, LLC
LOW-CAVITATION IMPELLER AND PUMP	10/2/2015	14874166	6/19/2018	10,001,133	SUNDYNE, LLC
MOTOR CONTROLLER WITH AUTOMATED INPUT POWER DETERMINATION	4/15/2004	10825059	10/20/2009	7,606,011	SUNDYNE, LLC
ROTARY MACHINE COOLING SYSTEM	1/29/2003	10353291	1/9/2007	7,160,086	SUNDYNE, LLC

Title	Filed	Serial No.	Issued	Patent No.	Owner
STATOR WINDING METHOD AND APPARATUS	9/5/2008	12205141	1/25/2011	7,876,016	SUNDYNE, LLC and Gardner Denver Deutschland GmbH (Joint Owners)
SYSTEM AND METHOD OF DETERMINING CENTRIFUGAL TURBOMACHINERY REMAINING LIFE	4/12/2005	11103864	11/11/2008	7,448,853	SUNDYNE, LLC
THERMAL BARRIER FOR USE IN A MECHANICAL SEAL ASSEMBLY	8/4/1999	9366968	3/13/2001	6,200,086	SUNDYNE, LLC
TWO PIECE SEPARABLE IMPELLER AND INNER DRIVE FOR PUMP	5/4/2010	11098336	3/10/2009	7,500,829	SUNDYNE, LLC

Patent Applications:

Title	Filed	Serial No.	Owner
Bearing Box Frame	4/5/2017	29599645	Sundyne, LLC
High Speed Centrifugal Pump Lined Seal Housing	4/8/2016	15094481	Sundyne, LLC
Self Contained Bearing Box Cooling System	4/5/2017	15480045	Sundyne, LLC

Trademark Collateral

Issued Trademarks:

Trademark	Application Date	Application No	Registration No	Registration Date	Proprietor
KONTRO	4/10/2001	76238509	2504715	11/6/2001	Sundyne, LLC
SUNDGARD	1/30/2001	76201906	2614478	9/3/2002	Sundyne, LLC
PINNACLE	1/30/2001	76201904	2812080	2/10/2004	Sundyne, LLC
ANSIMAG	2/9/1995	74632019	1969651	4/23/1996	Sundyne, LLC
SUNFLO	5/4/1979	73214254	1141533	11/18/1980	Sundyne, LLC
SUNDYNE	10/4/1965	72229307	831392	7/4/1967	Sundyne, LLC
SUNDYNE	8/27/1964	72200794	803011	2/1/1966	Sundyne, LLC
design	8/21/2017	87577450	5538769	8/14/2018	Sundyne, LLC
design	2/7/2001	76206649	2668053	12/31/2002	Sundyne, LLC
VAPOURVIEW	11/11/2013	86114956	4563321	07/08/2014	HMD Seal/Less Pumps Limited

Copyright Collateral

Registered Copyrights:

None.

Copyright Applications:

None.