

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF TRADEMARK SECURITY INTERESTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		04/01/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	GARDNER DENVER PETROLEUM PUMPS, LLC		
Street Address:	4747 SOUTH 83RD EAST AVENUE		
City:	TULSA		
State/Country:	OKLAHOMA		
Postal Code:	74145		
Entity Type:	Limited Liability Company: OKLAHOMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	72240331	LIQUA-BLASTER	
Serial Number:	77608652	PRESSURE TROL	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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>			
Phone:	614.281.3987		
Email:	bdepeder@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	BRITTANY A. DEPEDER/JONES DAY		
Address Line 1:	325 John H. McConnell Boulevard		
Address Line 2:	Suite 600		
Address Line 4:	COLUMBUS, OHIO 43215-2673		
ATTORNEY DOCKET NUMBER:	222967-600005		
NAME OF SUBMITTER:	BRITTANY A. DEPEDER		
SIGNATURE:	/BRITTANY A. DEPEDER/		
DATE SIGNED:	04/01/2021		
Total Attachments: 4			
source=AIP_Ally - Gardner - Trademark Release - GDPP (Water Jetting) - April 1 2021 (Executed)#page1.tif			
source=AIP_Ally - Gardner - Trademark Release - GDPP (Water Jetting) - April 1 2021 (Executed)#page2.tif			

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source=AIP_Ally - Gardner - Trademark Release - GDPP (Water Jetting) - April 1 2021 (Executed)#page4.tif

PARTIAL RELEASE OF TRADEMARK SECURITY INTERESTS, dated as of April 1, 2021 (this "Partial Release"), by CITIBANK, N.A., as Collateral Agent (as defined below), in favor of GARDNER DENVER PETROLEUM PUMPS, LLC, an Oklahoma limited liability company, as successor in interest to Gardner Denver Water Jetting Systems, Inc. (the "Released Party"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement (as defined below) or the Security Agreement (as defined below).

A. Reference is made to (i) the Credit Agreement, dated as of July 30, 2013 (as amended, supplemented or modified from time to time, the "Credit Agreement"), among the U.S. Borrower, the other Borrowers from time to time party thereto, Ingersoll Rand Inc. (f/k/a Gardner Denver Holdings, Inc.) ("Holdings"), the Lenders from time to time party thereto and Citibank, N.A., as Administrative Agent, Collateral Agent (Citibank, N.A., in such capacity and as successor in interest to UBS AG, Stamford Branch in such capacity, the "Collateral Agent"), Swingline Lender and a Letter of Credit Issuer, (ii) the Security Agreement, dated as of July 30, 2013 (as amended, supplemented or modified from time to time, the "Security Agreement"), among the U.S. Borrower, the other Grantors from time to time party thereto, including the Released Party, and the Collateral Agent, and (iii) the Grant of Security Interest in Trademark Rights, dated as of August 5, 2013 (the "Trademark Security Agreement"), made by the Grantors party thereto, including the Released Party, in favor of UBS AG, Stamford Branch ("UBS"), as collateral agent, (iv) the Confirmatory Trademark Assignment, dated as of November 16, 2020 (the "Assignment of Assignors Interest"), by and between Gardner Denver Water Jetting Systems, Inc. ("Water Jetting") and the Released Party, which was recorded with the United States Patent and Trademark Office on November 16, 2020 at Reel/Frame No. 7106/0854, and (v) the Assignment of Trademark Security Interest, dated as of June 28, 2019 (the "Assignment of Trademark Security Interest"), by UBS, as existing collateral agent, and Citibank, N.A., as successor collateral agent, which was recorded with the United States Patent and Trademark Office on July 2, 2019 at Reel/Frame No. 6685/0404.

B. Pursuant to the Security Agreement, Water Jetting granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Water Jetting's right, title and interest in, to and under, among other things, the Trademarks of Water Jetting (such Trademarks, including, without limitation, those items listed on Schedule I hereto, including the right to receive all Proceeds therefrom, the "Released Trademark Collateral").

C. Water Jetting reaffirmed such security interest in the Released Trademark Collateral pursuant to the Trademark Security Agreement, which was recorded with the United States Patent and Trademark Office on August 28, 2013 at Reel/Frame No. 5098/0535.

D. The U.S. Borrower has requested that the Collateral Agent execute and deliver this Partial Release to evidence the release of its security interest in the Released Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

E. Pursuant to Sections 12.11 and 13.1 of the Credit Agreement and Section 6.5 of the Security Agreement, the Collateral Agent does hereby agree to evidence the termination, release, relinquishment and discharge of any and all Liens and security interests it may have on or in the Released Trademark Collateral, and hereby reassigns to the Released Party (as successor in interest to Water Jetting) any and all right, title, and interest that the Collateral Agent may have in, to or under such Released Trademark Collateral, provided, however, that this release is being made without recourse to, or any representation or warranty by, the Collateral Agent.

F. This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Collateral arising under the Security Agreement or the Trademark Security Agreement (such collateral, the "Retained Collateral"). Except as otherwise released pursuant to and in accordance with the Credit Agreement and the Security Agreement, the Collateral Agent retains all security interests, Liens, rights, titles and interests pledged and granted to it under the Security Agreement or the Trademark Security Agreement with respect to all such Retained Collateral, and the Collateral Agent's security interest, Liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the Security Agreement and the Trademark Security Agreement shall remain in full force and effect.

THIS PARTIAL RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Release to be duly executed as of the day and year first above written.

CITIBANK, N.A., as Collateral Agent,



By: _____

Name: Sumeet Singal

Title: Vice President

[Signature Page to Partial Trademark Release]

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TRADEMARK
REEL: 007240 FRAME: 0909

SCHEDULE I
to
PARTIAL RELEASE OF TRADEMARK SECURITY INTERESTS

Trademarks Owned by Gardner Denver Petroleum Pumps, LLC

Owner	Registration/Serial Number	Title
Gardner Denver Petroleum Pumps, LLC (as successor in interest to Gardner Denver Water Jetting Systems, Inc.)	72/240,331	LIQUA-BLASTER
Gardner Denver Petroleum Pumps, LLC (as successor in interest to Gardner Denver Water Jetting Systems, Inc.)	77/608,652	PRESSURE TROL

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