

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GARDNER DENVER PETROLEUM PUMPS, LLC		04/01/2021	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	ALLY BANK, as Collateral Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Utah State Bank: UTAH		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5053435	BLACK DIAMOND	
Registration Number:	825690	LIQUA-BLASTER	
Registration Number:	3789239	PRESSURE TROL	
Registration Number:	3921701	PUMPING PERFECTED	
Registration Number:	3681977	PZ	
Registration Number:	3681976	PZ11	
Registration Number:	3681974	PZ9	
Serial Number:	90197587	REDLINE SERIES	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Corenda R. Gaines		

OP \$215.00 5053435

SIGNATURE:	/Corenda R. Gaines/
DATE SIGNED:	04/01/2021
Total Attachments: 12	
source=GARDNER DENVER PETROLEUM PUMPS LLC - Trademark Coversheet ABL Trademark Security Agreement dated April 1 2021#page1.tif	
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GARDNER DENVER PETROLEUM PUMPS, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) Oklahoma

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 1, 2021

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ALLY BANK, as Collateral Agent

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text

See Schedule B attached

B. Trademark Registration No. (s)

See Schedule B attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corenda Gaines

Internal Address: c/o Hahn & Hessen LLP

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7200

Docket Number: _____

Email Address: cgaines@hahnhausen.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

April 1, 2021

Date

Corenda R. Gaines

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of April 1, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Ally Bank, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GARDNER DENVER PETROLEUM PUMPS, LLC, an Oklahoma limited liability company (“GDPP” and, together with any other Borrower party thereto, collectively, the “Borrowers” and each, a “Borrower”), and HIGHSPEED INTERMEDIATE HOLDCO, LLC, a Delaware limited liability company (“Holdings”), have entered into the ABL Credit Agreement, dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with each lender from time to time party thereto, each L/C Issuer from time to time party thereto and ALLY BANK, as Administrative Agent, Collateral Agent, Swingline Lender and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain ABL Security Agreement, dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or existing or hereafter acquired or arising by the undersigned (the “Collateral”):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto;
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent

that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and

provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) **THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

(b) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

(c) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.**

(d) **EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.**

(e) **EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT**

OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

GARDNER DENVER PETROLEUM PUMPS, LLC

By: *Karl Wolfenberger*
Name: Karl Wolfenberger
Title: Treasurer

Schedule A – Patents

<u>Holder</u>	<u>Application Title</u>	<u>Application Number</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Granted Date</u>
Gardner Denver Petroleum Pumps, LLC	HEADER RING	29/618,328	9/20/2017	D895777	9/8/2020
Gardner Denver Petroleum Pumps, LLC	PACKING FOR A WELL SERVICE PUMP	15/710,574	9/20/2017	10837556	11/17/2020
Gardner Denver Petroleum Pumps, LLC	SYSTEMS AND METHODS FOR FLUID END MONITORING	15/833,210	12/6/2017	10808692	10/20/2020
Gardner Denver Petroleum Pumps, LLC	HYDRAULIC FLUID PUMP AND RETAINER ASSEMBLY FOR SAME	16/298,228	3/11/2019	----	----
Gardner Denver Petroleum Pumps, LLC	FLUID END OF A HYDRAULIC FLUID PUMP AND METHOD OF ASSEMBLING THE SAME	16/418,338	5/21/2019	----	----
Gardner Denver Petroleum Pumps, LLC	HYDRAULIC FLUID PUMP AND STUFFING BOX ASSEMBLY FOR SAME	16/400,549	5/1/2019	----	----
Gardner Denver Petroleum Pumps, LLC	TUNNEL-STYLE CRANKSHAFT WITH COUNTERWEIGHTS OF INCREASED RADIAL PROFILE	14/227,906	3/27/2014	9341230	5/17/2016
Gardner Denver Petroleum Pumps, LLC	FLUID-END OF A HIGH PRESSURE PUMP	15/186,093	6/17/2016	10337508	7/2/2019
Gardner Denver Petroleum Pumps, LLC	PISTON ROD ASSEMBLY OF A HYDRAULIC FLUID PUMP	16/521,333	7/24/2019	10724635	7/28/2020
Gardner Denver Petroleum Pumps, LLC	WEAR PLATE FOR A DRILL PUMP	15/919,584	3/13/2018	----	----

<u>Holder</u>	<u>Application Title</u>	<u>Application Number</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Granted Date</u>
Gardner Denver Petroleum Pumps, LLC	HYDRAULIC FLUID PUMP AND RETAINER ASSEMBLY FOR SAME	16/127,723	9/11/2018	----	----
Gardner Denver Petroleum Pumps, LLC	COUPLING ARRANGEMENT PROVIDING AN AXIAL SPACE BETWEEN A PLUNGER AND PLUNGER ADAPTOR OF A HIGH PRESSURE FLUID PUMP	12/638,050	12/15/2009	8528462	9/10/2013
Gardner Denver Petroleum Pumps, LLC	COUPLING ARRANGEMENT PROVIDING AN AXIAL SPACE BETWEEN A PLUNGER AND PLUNGER ADAPTOR OF A HIGH PRESSURE FLUID PUMP	12/710,919	2/23/2010	8701546	4/22/2014
Gardner Denver Petroleum Pumps, LLC	WATER JETTING GUN HAVING A REMOVABLE VALVE CARTRIDGE, AN ADJUSTABLE HAND GRIP AND AN ADJUSTABLE SHOULDER STOCK	13/399,807	2/17/2012	9216441	12/22/2015
Gardner Denver Petroleum Pumps, LLC	PUMP SYSTEM INCLUDING VALVE CARTRIDGE ASSEMBLY WITH A SUCTION VALVE IN LINE WITH A DISCHARGE VALVE	15/054,615	2/26/2016	9670922	6/6/2017
Gardner Denver Petroleum Pumps, LLC	FLUID END OF A HIGH PRESSURE PLUNGER PUMP	15/155,540	5/16/2016	9732746	8/15/2017
Gardner Denver Petroleum Pumps, LLC	SELF-TIGHTENING COVER FOR PUMP	10/798,651	3/11/2004	7506574	3/24/2009

<u>Holder</u>	<u>Application Title</u>	<u>Application Number</u>	<u>Filed Date</u>	<u>Patent Number</u>	<u>Granted Date</u>
Gardner Denver Petroleum Pumps, LLC	SELF-TIGHTENING COVER FOR PUMP	12/396,394	3/2/2009	7984671	7/26/2011
Gardner Denver Petroleum Pumps, LLC	FLUID END	10/173,837	6/19/2002	7341435	3/11/2008
Gardner Denver Petroleum Pumps, LLC	FLUID END	10/795,610	3/8/2004	7335002	2/26/2008
Gardner Denver Petroleum Pumps, LLC	Y-TYPE FLUID END WITH REPLACEABLE SUCTION MODULE	11/614,405	12/21/2006	8074679	12/13/2011
Gardner Denver Petroleum Pumps, LLC	PUMP FLUID CYLINDER MOUNTING ASSEMBLY	09/677,216	10/2/2000	6419459	7/16/2002
Gardner Denver Petroleum Pumps, LLC	DRY SHUT-OFF CARTRIDGE	09/503,293	2/14/2000	6412516	7/2/2002
Gardner Denver Petroleum Pumps, LLC	CONNECTING ROD BEARING	10/135,369	5/1/2002	6767132	7/27/2004
Gardner Denver Petroleum Pumps, LLC	PRESSURE RELIEF VALVE	10/173,669	6/19/2002	6796321	9/28/2004
Gardner Denver Petroleum Pumps, LLC	CONNECTING ROD	10/121,614	4/15/2002	6786111	9/7/2004
Gardner Denver Petroleum Pumps, LLC	FLUID END HAVING SPHERICAL CROSS-BORE INTERSECTION	13/899,301	5/21/2013	9383015	7/5/2016
Gardner Denver Petroleum Pumps, LLC	RECIPROCATING PUMP WITH IMPROVED CROSS-BORE	15/497,543	4/26/2017	10794381	10/6/2020
Gardner Denver Petroleum Pumps, LLC	HYDRAULIC FLUID PUMP AND STUFFING BOX ASSEMBLY FOR SAME	16/446,280	6/19/2019	----	----

Schedule B – Trademarks

<u>Holder</u>	<u>Mark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Registration Date</u>
Gardner Denver Petroleum Pumps, LLC	BLACK DIAMOND	86/893,809	5053435	2/1/2016	10/4/2016
Gardner Denver Petroleum Pumps, LLC	LIQUA-BLASTER	72/240,331	825690	3/7/1966	3/14/1967
Gardner Denver Petroleum Pumps, LLC	PRESSURE TROL	77608652	3789239	11/6/2008	5/18/2010
Gardner Denver Petroleum Pumps, LLC	PUMPING PERFECTED	77852385	3921701	10/20/2009	2/22/2011
Gardner Denver Petroleum Pumps, LLC	PZ	77/379,707	3681977	1/24/2008	9/15/2009
Gardner Denver Petroleum Pumps, LLC	PZ11	77/379,338	3681976	1/24/2008	9/15/2009
Gardner Denver Petroleum Pumps, LLC	PZ9	77/377,584	3681974	1/22/2008	9/15/2009
Gardner Denver Petroleum Pumps, LLC	REDLINE SERIES	90197587	----	9/21/2020	----

Schedule C – Copyrights

None.

Schedule C