

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM659714

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gardner Denver, Inc.		04/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gardner Denver Petroleum Pumps, LLC		
<b>Street Address:</b>	800-A Beaty Street,		
<b>City:</b>	Davidson		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28036		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3921701	PUMPING PERFECTED	
<b>Registration Number:</b>	3681977	PZ	
<b>Registration Number:</b>	3681976	PZ11	
<b>Registration Number:</b>	3681974	PZ9	
<b>Serial Number:</b>	90197587	REDLINE SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128623837		
<b>Email:</b>	raza.siddiqui@kirkland.com		
<b>Correspondent Name:</b>	Raza Siddiqui, Senior Paralegal		
<b>Address Line 1:</b>	300 N LaSalle St		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	25713-17		
<b>NAME OF SUBMITTER:</b>	Raza Siddiqui		
<b>SIGNATURE:</b>	/razasiddiqui/		
<b>DATE SIGNED:</b>	07/13/2021		

CH \$140.00 3921701

**Total Attachments: 6**

source=Omnibus Trademark Assignment Agreement #page1.tif

source=Omnibus Trademark Assignment Agreement #page2.tif

source=Omnibus Trademark Assignment Agreement #page3.tif

source=Omnibus Trademark Assignment Agreement #page4.tif

source=Omnibus Trademark Assignment Agreement #page5.tif

source=Omnibus Trademark Assignment Agreement #page6.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of April 1, 2021, is made by and among Gardner Denver, Inc., a Delaware corporation, (the “Assignor”), and Gardner Denver Petroleum Pumps, LLC, a Texas limited liability company (“Assignee” and, together with Assignor, the “Parties” and each, a “Party”). Capitalized terms not otherwise defined herein will have the meanings set forth in the Transaction Agreement, dated as of February 14, 2021, by and among Highspeed NewCo, LLC, a Delaware limited liability company, Gardner Denver, Inc. and AIPCF VII BG Funding, LLC, a Delaware limited liability company (the “Transaction Agreement”).

1. Pursuant to the Transaction Agreement, the Assignor has agreed, among other things, to take the actions set forth on the Transaction Steps Schedule and to consummate the Reorganization Transactions, in each case, upon the terms and conditions set forth therein and herein.

2. In furtherance of the Transaction Agreement and the Reorganization Transactions, the Assignor has agreed to transfer, convey, and assign to Assignee, among other assets, certain intellectual property of Assignor, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar).

3. Each of the Parties desires to evidence the assignment of the intellectual property in accordance with the terms and conditions of this Trademark Assignment.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the following to the extent they constitute Transferred Assets under the Transaction Agreement (the “Assigned Trademarks”):

(a) the trademark and trademark applications set forth in Exhibit A hereto and all issuances, extensions, and renewals thereof, together with all goodwill with respect thereto (the “Trademarks”);

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record and register this Trademark Assignment.

3. Representations and Warranties. Each Party represents and warrants to the other Party that such Party has the power and authority to execute this Trademark Assignment and to perform its obligations hereunder, the performance of this Trademark Assignment has been duly authorized by all necessary action by such Party, and this Trademark Assignment constitutes a valid and binding agreement of such Party, enforceable against such Party in accordance with its terms, subject to the Enforceability Exceptions.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the Parties to this Trademark Assignment and their respective successors and assigns. No Party to this Trademark Assignment may directly or indirectly assign any or all of its rights or delegate any or all of its obligations under this Trademark Assignment without the express prior written consent of the other Party to this Trademark Assignment.

5. Headings. The section headings contained in this Trademark Assignment are inserted for convenience of reference only and will not affect the meaning or interpretation of this Trademark Assignment.

6. Governing Law; Jurisdiction and Forum.

(i) This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts executed and to be performed wholly within such State and without reference to the choice-of-law principles that would result in the application of the Laws of a different jurisdiction.

(ii) Each Party irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, solely if such court declines jurisdiction, in any federal court located in the State of Delaware) any Action arising out of or relating to this Trademark Assignment, and hereby irrevocably agrees that all claims in respect of such Action may be heard and determined in such court. Each Party hereby irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such Action.

7. Further Assurances. Each of the Parties shall, and shall cause its respective Affiliates to, from time to time at the request of the other Party, without any additional


consideration, furnish such requesting Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Trademark Assignment, and give effect to the transactions contemplated hereby.

8. Counterparts. This Trademark Assignment may be executed in one or more counterparts, and by either of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by .pdf, .tif, .gif or similar attachment to electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

**GARDNER DENVER, INC.**

By:  \_\_\_\_\_

Name: Andrew Schiesl

Title: Vice President and General Counsel

Address for Notices:

c/o Ingersoll Rand Inc.,

800-A Beaty Street,


Davidson, NC 28036

Attention: Andy Schiesl

Email: [andy.schiesl@gardnerdenver.com](mailto:andy.schiesl@gardnerdenver.com)

IN WITNESS WHEREOF, Assignee has duly executed and delivered this Trademark Assignment as of the date first above written.

**GARDNER DENVER PETROLEUM PUMPS, LLC**

By:  \_\_\_\_\_

Name: Andrew Schiesl

Title: Secretary

Address for Notices:

c/o Ingersoll Rand Inc.,

800-A Beaty Street,

Davidson, NC 28036

Attention: Andy Schiesl

Email: [andy.schiesl@gardnerdenver.com](mailto:andy.schiesl@gardnerdenver.com)

**EXHIBIT A**

<b><u>Title</u></b>	<b><u>Country</u></b>	<b><u>Appl. No.</u></b>	<b><u>Reg. No.</u></b>	<b><u>Owner</u></b>
OPI	Canada	1412626	763814	Gardner Denver, Inc.
OPI	China	8943587	536541	Gardner Denver, Inc.
OPI	Russian Federation	2005718468	313987	Gardner Denver, Inc.
PUMPING PERFECTED	U.S.A.	77852385	3921701	Gardner Denver, Inc.
PZ	U.S.A.	77/379,707	3681977	Gardner Denver, Inc.
PZ11	U.S.A.	77/379,338	3681976	Gardner Denver, Inc.
PZ9	U.S.A.	77/377,584	3681974	Gardner Denver, Inc.
REDLINE SERIES	U.S.A.	90197587	N/A	Gardner Denver, Inc.