

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719098

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PHILADELPHIA MIXING SOLUTIONS LLC		04/05/2022	Limited Liability Company: DELAWARE
SPX FLOW TECHNOLOGY USA, INC.		04/05/2022	Corporation: DELAWARE
SPX FLOW, INC.		04/05/2022	Corporation: DELAWARE
SPX FLOW US, LLC		04/05/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CITIBANK, N.A.
<b>Street Address:</b>	388 Greenwich Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Registration Number:	3283777	ACCUSHIFT
Registration Number:	824416	AMLOC
Registration Number:	787149	AQUADEX
Registration Number:	3285434	BIO-CIP
Registration Number:	5498221	CERTIFIED SPXFLOW SERVICE + REPAIR CENTE
Registration Number:	1925232	CHERRY-BURRELL
Registration Number:	4210174	CLAMPLOCK
Registration Number:	5083159	CUDA
Registration Number:	1033774	DEL-MONOX
Registration Number:	1371184	DELTECH
Registration Number:	3183166	
Registration Number:	6124983	
Registration Number:	4471200	
Registration Number:	2935270	ECL

OP \$2115.00 3283777

Property Type	Number	Word Mark
Registration Number:	5161942	EMMCONNECT
Registration Number:	4847219	FLANGEPRO
Registration Number:	5257864	FLEX
Registration Number:	716085	GAULIN
Registration Number:	1064389	HANKISON
Registration Number:	1767357	HYDROCLEAN
Registration Number:	1367485	HYDROGARD
Registration Number:	994638	HYTEC
Registration Number:	1284950	"I"
Registration Number:	4538129	INFINITY
Registration Number:	597392	KEMP
Registration Number:	682153	LIGHTNIN
Registration Number:	699396	LIGHTNIN
Registration Number:	1118165	LIGHTNIN
Registration Number:	1263995	LIGHTNIN
Registration Number:	1445987	LIGHTNIN
Registration Number:	227991	LIGHTNIN
Registration Number:	1861347	MAGMIXER
Registration Number:	2553963	NETTCO
Registration Number:	3601056	OFM
Registration Number:	652053	ORIAD
Registration Number:	1189120	OTC HYTEC
Registration Number:	5792339	PARATUBE
Registration Number:	1000489	PHILADELPHIA MIXERS
Registration Number:	3672331	PHILADELPHIA MIXING SOLUTIONS
Registration Number:	5519985	PHILADELPHIA MIXING SOLUTIONS MIXING SOL
Registration Number:	4224441	PHILADELPHIA MIXING SOLUTIONS, LTD.
Registration Number:	3253822	PICK-A-PACK
Registration Number:	3563282	PLENTY
Registration Number:	3462035	PLENTY MIRRLEES
Registration Number:	1139382	POSI-CHECK
Registration Number:	1625655	POSI LOCK
Registration Number:	1620599	
Registration Number:	1155270	POWER TEAM
Registration Number:	1241810	POWER TEAM
Registration Number:	1521541	POWER TEAM
Registration Number:	1851302	QUARTER HORSE
Registration Number:	3447277	QUICKSHIP

Property Type	Number	Word Mark
Registration Number:	956467	ROLL-BED
Registration Number:	4939836	SANSTAR
Registration Number:	5098219	SEITAL
Registration Number:	1608925	SENSA THERM
Registration Number:	762741	SPIRATHERM
Registration Number:	2351520	SPX
Registration Number:	2528505	SPX
Registration Number:	4045637	SPX
Registration Number:	5120494	SPXFLOW
Registration Number:	2601071	STONE
Registration Number:	3386065	SWEEPSAVER MEMBRANE DRYERS
Registration Number:	4981621	TEF FLOW
Registration Number:	691272	THERMUTATOR
Registration Number:	1724613	TRIAD
Registration Number:	785828	TRIP-L-TRAP
Registration Number:	3385570	TRU-FIT
Registration Number:	3303141	TURBO KLEEN
Registration Number:	3064752	UNIVERSAL
Registration Number:	716805	VANGUARD
Registration Number:	837522	VANGUARD JR.
Registration Number:	759173	VOTATOR
Registration Number:	688252	WAUKESHA
Registration Number:	5274083	WAUKESHA
Registration Number:	1632914	WAUKESHA PUMPS
Registration Number:	4471201	X
Registration Number:	4201178	GERSTENBERG SCHRÖDER
Registration Number:	1119914	APV
Registration Number:	6466593	APV
Registration Number:	1885792	APV
Registration Number:	4261707	FX SYSTEMS
Registration Number:	4873321	BASSPIRATOR
Registration Number:	2917475	TIGERLOOP

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1642945 TM

**NAME OF SUBMITTER:** Margot Tolley

**SIGNATURE:** /Margot Tolley/

**DATE SIGNED:** 04/05/2022

**Total Attachments: 26**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 5, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of CITIBANK, N.A., as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LSF11 REDWOOD ACQUISITIONS, LLC, a Delaware limited liability company (including its permitted successors, “Holdings”), REDWOOD STAR MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”) and SPX FLOW, INC., a Delaware corporation (including its permitted successors, the “Borrower”), the several banks and other financial institutions or entities from time to time party thereto as lenders and as issuing banks, Deutsche Bank AG Filiale Deutschlandgeschäft, as the Foreign Trade Facility Agent, and the Administrative Agent, have entered into a Credit Agreement, dated as of April 5, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders (including the FCI Issuing Banks) to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 5, 2022, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Trademarks and Patents in order to record the security interests granted therein with the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

**SECTION 1** Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and state trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 1 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d),

respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks), (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above, (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, and (iv) all Proceeds in respect of the foregoing (collectively, the “Trademarks”); and

(b) (i) all United States patents, patent applications and patentable inventions, including each issued patent, industrial design, patent application and industrial design application identified in Schedule 2 (as such schedule may be amended from time to time), all certificates of invention or similar property rights, and all registrations thereof, (ii) all inventions and improvements described and claimed therein, (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, and (v) all Proceeds in respect of the foregoing (collectively, the “Patents”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This IP Security Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are

without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

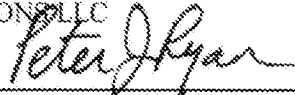
SECTION 7 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Obligations are subject to the provisions of any applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of any applicable Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Obligations the provisions of the applicable Intercreditor Agreement shall prevail.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

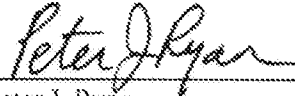
*[signature pages follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

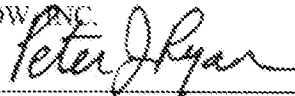
PHILADELPHIA MIXING  
SOLUTIONS LLC

By:   
Name: Peter J. Ryan  
Title: Manager

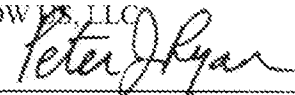
SPX FLOW TECHNOLOGY USA,  
INC.

By:   
Name: Peter J. Ryan  
Title: Executive Vice President and  
Secretary

SPX FLOW INC.

By:   
Name: Peter J. Ryan  
Title: Vice President

SPX FLOW US, LLC

By:   
Name: Peter J. Ryan  
Title: Vice President and Secretary



**CITIBANK, N.A.,**  
as Administrative Agent

By: *I Theocharis*  
Name: Ioannis Theocharis  
Title: Vice President