

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest - Partially Releasing R/F 7681/0124		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		01/03/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SPX FLOW TECHNOLOGY USA, INC.		
Street Address:	4647 SW 40TH AVENUE		
City:	OCALA		
State/Country:	FLORIDA		
Postal Code:	34474		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3283777	ACCUSHIFT	
Registration Number:	824416	AMLOC	
Registration Number:	787149	AQUADEX	
Registration Number:	1033774	DEL-MONOX	
Registration Number:	1371184	DELTECH	
Registration Number:	5161942	EMMCONNECT	
Registration Number:	5257864	FLEX	
Registration Number:	1064389	HANKISON	
Registration Number:	1767357	HYDROCLEAN	
Registration Number:	1367485	HYDROGARD	
Registration Number:	597392	KEMP	
Registration Number:	652053	ORIAD	
Registration Number:	1608925	SENSA THERM	
Registration Number:	3386065	SWEEPSAVER MEMBRANE DRYERS	
Registration Number:	1724613	TRIAD	
Registration Number:	785828	TRIP-L-TRAP	
Registration Number:	3303141	TURBO KLEEN	
CORRESPONDENCE DATA			

CH \$440.00 3283777

Fax Number: 3128622200

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: 3128622000

Email: luis.moreau@kirkland.com

Correspondent Name: Kirkland & Ellis LLP / Luis Moreau

Address Line 1: 300 N LaSalle Dr

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	17853-53
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NAME OF SUBMITTER:	Luis Moreau
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SIGNATURE:	/Luis Moreau/
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DATE SIGNED:	01/03/2023
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Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of January 3, 2023 (“Release”), is made by CITIBANK, N.A., as Administrative Agent and Collateral Agent (“Administrative Agent”) in favor of SPX Flow Technology USA, Inc., a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of April 5, 2022 (as amended, restated, amended and restated, supplemented, and/or otherwise modified in writing from time to time, the “Guarantee and Collateral Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all IP Collateral, including (i) (A) all patents and patent applications identified in Schedule A, (B) all inventions and improvements described and claimed therein, (C) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon, (D) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, and (E) all Proceeds in respect of the foregoing (collectively, the “Patent Collateral”) and (ii) (A) all trademark registrations and applications identified in Schedule B, (B) the goodwill of the business connected with the use of, and symbolized by, each of the foregoing, (C) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, and (D) all Proceeds in respect of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed and delivered to Administrative Agent the Intellectual Property Security Agreement recorded at the United States Patent and Trademark Office (“USPTO”) on April 5, 2022 (i) for the Patent Collateral, at Reel 059619 Frame 0158 and (ii) for the Trademark Collateral, at Reel 7681 Frame 0124 (the “Intellectual Property Security Agreement”).

NOW THEREFORE, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or Intellectual Property Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Grantor in and to the Patent Collateral listed on Schedule A attached hereto and the Trademark Collateral listed on Schedule B attached hereto, granted pursuant to the Guarantee and Collateral Agreement or Intellectual Property Security Agreement; and

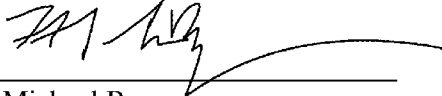
(b) authorizes the recordation of this Release with the USPTO at the Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

ADMINISTRATIVE AGENT:

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Michael Braganza
Title: Vice President

Schedule A

Patents

No	Title	Application No.	Patent No.	Filing Date	Issue Date	Status	Owner
1.	An Air/Refrigerant Heat Exchanger Assembly	12/780,277	8,443,868	5/14/2010	5/21/2013	Granted	SPX Flow Technology USA, Inc.
2.	Variable Evaporator Control for a Gas Dryer	10/123,565	6,711,906	4/16/2002	3/30/2004	Expired	SPX Flow Technology USA, Inc.
3.	Filter Assembly and Method	13/088,937	RE44,424	4/18/2011	8/13/2013	Granted	SPX Flow Technology USA, Inc.
4.	Heat Reactivated Adsorbent Gas Fractionator and Process	14/169,569	9,463,434	1/31/2014	10/11/2016	Granted	SPX Flow Technology USA, Inc.
5.	Multi-Cartridge Filter Adapter and Interface System and Method	14/451,796	10,525,388	8/5/2014	1/7/2020	Granted	SPX Flow Technology USA, Inc.
6.	Membrane-Based Compressed Air Breathing System	12/332,709	7,972,415	12/11/2008	7/5/2011	Granted	SPX Flow Technology USA, Inc.
7.	Filter Assembly and Media	17/213,847	--	3/26/2021	--	Published	SPX Flow Technology USA, Inc.

Schedule B

Trademarks

No.	Trademark	Serial No.	Registration No.	Filing Date	Registration Date	Owner
1.	ACCUSHIFT	78739609	3283777	10/25/2005	8/21/2007	SPX Flow Technology USA, Inc.
2.	AMLOC	72227633	824416	9/13/1965	2/21/1967	SPX Flow Technology USA, Inc.
3.	AQUADEX	72197614	787149	7/10/1964	3/23/1965	SPX Flow Technology USA, Inc.
4.	DEL-MONOX	73049388	1033774	4/14/1975	2/17/1976	SPX Flow Technology USA, Inc.
5.	DELTECH	73529107	1371184	3/27/1985	11/19/1985	SPX Flow Technology USA, Inc.
6.	EMMCONNECT	86693754	5161942	7/15/2015	3/14/2017	SPX Flow Technology USA, Inc.
7.	FLEX	87199626	5257864	10/11/2016	8/1/2017	SPX Flow Technology USA, Inc.
8.	HANKISON	73051725	1064389	5/8/1975	4/26/1977	SPX Flow Technology USA, Inc.
9.	HYDROCLEAN	74075539	1767357	7/5/1990	4/27/1993	SPX Flow Technology USA, Inc.
10.	HYDROGARD	73511197	1367485	11/29/1984	10/29/1985	SPX Flow Technology USA, Inc.

11.	KEMP	71638959	597392	12/4/1952	10/26/1954	SPX Flow Technology USA, Inc.
12.	ORIAD	72012033	652053	7/12/1956	9/24/1957	SPX Flow Technology USA, Inc.
13.	SENSA THERM & Design <i>SENSA</i> THERM	73823577	1608925	9/5/1989	8/7/1990	SPX Flow Technology USA, Inc.
14.	SWEEPSAVER MEMBRANE DRYERS & Design	77067953	3386065	12/19/2006	2/19/2008	SPX Flow Technology USA, Inc.
15.	TRIAD	74176583	1724613	6/17/1991	10/13/1992	SPX Flow Technology USA, Inc.
16.	TRIP-L-TRAP	72181476	785828	11/19/1963	3/2/1965	SPX Flow Technology USA, Inc.
17.	TURBO KLEEN	76628556	3303141	1/13/2005	10/2/2007	SPX Flow Technology USA, Inc.