

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROOTS BLOWERS LLC		10/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
Street Address:	1615 BRETT ROAD, OPS III		
City:	NEW CASTLE		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5429273	HPT	
Registration Number:	3091539	EASYAIR	
Registration Number:	2903308	ROOTS-FLO	
Registration Number:	2717864	ROOTS-FLO	
Registration Number:	2413032	TRI-NADO	
Registration Number:	1418160	UNIVERSAL RAI	
Registration Number:	954993	WHISPAIR	
Registration Number:	710549	ROOTS	
Registration Number:	5115676	TRI-RAM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
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		

OP \$240.00 5429273

ATTORNEY DOCKET NUMBER:	2154651 TM
NAME OF SUBMITTER:	Tarangana Thapa
SIGNATURE:	/Tarangana Thapa/
DATE SIGNED:	10/19/2023

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of October 19, 2023 (this “Agreement”), is made by Roots Blowers LLC (the “Grantor”), in favor of Citibank, N.A., as collateral agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of July 30, 2013 (as amended, supplemented or otherwise modified, the “Credit Agreement”), among Gardner Denver, Inc. (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 party thereto and Citibank, N.A., as Administrative Agent, Collateral Agent, Swingline Lender and a Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered a supplement to the Security Agreement dated as of July 30, 2013 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”), among Holdings, the U.S. Borrower, each of the Subsidiaries from time to time party thereto and the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements, Secured Hedge Agreements or Secured Working Capital Agreements with Holdings and/or its Subsidiaries, each of the Grantors agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROOTS BLOWERS LLC,
as Grantor

By: 

Name: Francisco de Barros
Title: Assistant Treasurer

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008233 FRAME: 0038

CITIBANK, N.A.,
as the Agent

By: _____

Name: Sumeet Singal

Title: Vice President

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008233 FRAME: 0039

SCHEDULE A

U.S. Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
HPT	87210778	10/20/2016	5,429,273	3/20/2018	Roots Blowers LLC
EASYAIR	78536855	12/22/2004	3,091,539	5/9/2006	Roots Blowers LLC
ROOTS-FLO	78273880	7/14/2003	2,903,308	11/16/2004	Roots Blowers LLC
ROOTS-FLO	76196448	1/17/2001	2,717,864	5/20/2003	Roots Blowers LLC
TRI-NADO	75623326	1/16/1999	2,413,032	12/12/2000	Roots Blowers LLC
UNIVERSAL RAI	73548147	7/15/1985	1,418,160	11/25/1986	Roots Blowers LLC
WHISPAIR Stylized	72346465	12/17/1969	0,954,993	3/13/1973	Roots Blowers LLC
ROOTS - Wordmark	72098349	6/3/1960	0,710,549	1/31/1961	Roots Blowers LLC
TRI-RAM - Wordmark	86790975	10/16/2015	5,115,676	1/3/2017	Roots Blowers LLC