505854774 01/09/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5901711

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
GARDNER DENVER NASH LLC	01/07/2020
GARDNER DENVER, INC.	01/07/2020
GARDNER DENVER PETROLEUM PUMPS, LLC	01/07/2020
THOMAS INDUSTRIES INC.	01/07/2020
GARDNER DENVER THOMAS, INC.	01/07/2020

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

PROPERTY NUMBERS Total: 33

Property Type	Number
Patent Number:	D704748
Patent Number:	D716424
Patent Number:	8528462
Patent Number:	9074589
Patent Number:	9341230
Patent Number:	9383015
Patent Number:	9541086
Patent Number:	9611869
Patent Number:	9670922
Patent Number:	9732746
Patent Number:	10054122
Patent Number:	10100834
Patent Number:	10337508
Application Number:	14991082
Application Number:	15661610
Application Number:	15903669

PATENT REEL: 051460 FRAME: 0306

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Property Type	Number
Application Number:	15760086
Application Number:	15919584
Application Number:	15481241
Application Number:	15481245
Application Number:	15497543
Application Number:	15994706
Application Number:	15710574
Application Number:	15833210
Application Number:	15951757
Application Number:	29618328
Application Number:	16298228
Application Number:	16418338
Application Number:	16127723
Application Number:	29624844
Application Number:	29675723
Application Number:	16400549
Application Number:	16127741

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1172242 PAT
NAME OF SUBMITTER:	ANNETTE VERA
SIGNATURE:	/Annette Vera/
DATE SIGNED:	01/09/2020

Total Attachments: 7

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> PATENT REEL: 051460 FRAME: 0307

GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of January 7, 2020, is made by each of the Subsidiaries listed on the signature pages hereto (the "Grantors"), 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 heretofore amended, supplemented or modified, the "Credit Agreement"), among the U.S. Borrower, the other Borrowers from time to time party thereto, Gardner Denver Holdings, Inc. (f/k/a Renaissance Parent Corp.) ("Holdings"), the Lenders party thereto and the Agent.

WITNESSETH:

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, Grantors, the U.S. Borrower and any Subsidiaries that become a party thereto, executed and delivered a Security Agreement, dated as of July 30, 2013 in favor of UBS AG, Stamford Branch (the "Resigning Agent") (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each of the Grantors pledged and granted to the Resigning Agent for the benefit of the Resigning Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Patents;

WHEREAS, in connection with Amendment No. 4 to the Credit Agreement, Grantors, the Borrowers and the other Credit Parties thereto, have executed and delivered a Successor Agent Agreement, dated as of June 28, 2019, in favor of the Agent as successor agent (the "Successor Agent Agreement");

WHEREAS, pursuant to the Successor Agent Agreement, (a) the Required Lenders, the Borrowers and the other Credit Parties approved the Resigning Agent's resignation and appointed the Agent as Successor Agent under the Credit Agreement and the other Credit Documents, and (b) the Agent agreed to accept its appointment to serve as successor Administrative Agent, Collateral Agent and Swingline Lender under the Credit Agreement and the other Credit Documents, and

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 or Secured Hedge

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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. <u>Definitions</u>. 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. <u>Grant of Security Interest</u>. Each of the Grantors hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on <u>Schedule A</u> hereto), including the right to receive all Proceeds therefrom (collectively, the "<u>Collateral</u>"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.
- 3. <u>Purpose</u>. This Agreement has been executed and delivered by each of the Grantors 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. <u>Acknowledgment</u>. Each of the Grantors 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. <u>Counterparts</u>. 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. <u>Governing Law</u>: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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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.

GARDNER DENVER, INC.,
as Grantor
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Ву:
Name: Andry R. Schiol
Title: Vice President, Scirctary, Ceneral Coursel
THOMAS INDUSTRIES INC.,
As Grantor / //
Ву:
Name: Andro R. Schicol
Title: Secretary
<i>)</i>
GARDNER DENVER NASH LLC,
Ac Crantor American
As Granoi / ////
As Grantor / /////
By:
Name: Andrew R Schies
Title: Secretary
CADINIED DENMED DETECTION BUNDE ITC
GARDNER DEXYER PETROLEUM PUMPS LLC, As Grantor
By:
Name: Andrew R. Silvol Title: Manager
THE MANAGE
v
GARDNER DENVER THOMAS, INC.,
As Grantor
/ // /
As Grantor By:
Name: Andrew C. Schicol
Title: Santan

REEL: 051460 FRAME: 0310

CITIBANK, N.A., as Administrative Agent and Collateral Agent

Name: Matthew Burke

Title: Managing Director & Vice President

SCHEDULE A

U.S. Patent Registrations and Applications

Owner	Registration Number	Title
Gardner Denver Nash LLC	D704748	Liquid ring pump housing
Gardner Denver, Inc.	D716424	Slim mobile hydraulic fluid cooling assembly
Gardner Denver Petroleum Pumps, LLC (as successor in interest to Gardner Denver Water Jetting Systems, Inc.)	8528462	Coupling arrangement providing an axial space between a plunger and plunger adaptor of a high pressure fluid pump
Thomas Industries Inc.	9074589	Pump
Gardner Denver Petroleum Pumps, LLC	9341230	Tunnel-style crankshaft with counterweights of increased radial profile
Gardner Denver, Inc.	9383015	Fluid end having spherical cross- bore intersection
Gardner Denver Nash LLC	9541086	Liquid ring pump with modular construction, an inter-stage bypass and overload protection
Gardner Denver, Inc.	9611869	Slim mobile hydraulic fluid cooling assembly
Gardner Denver Petroleum Pumps, LLC (as successor in interest to Gardner Denver Water Jetting Systems, Inc.)	9670922	Pump system including valve cartridge assembly with a suction valve in line with a discharge valve
Gardner Denver, Inc.	9732746	Fluid end of a high pressure plunger pump
Gardner Denver Nash LLC	10054122	Method of converting liquid ring pumps having sealing liquid vents
Gardner Denver Nash LLC	10100834	A liquid ring pump port member having anti-cavitation constructions
Gardner Denver Petroleum Pumps, LLC	10337508	Fluid end of a high pressure pump
Gardner Denver Nash LLC	14/991082	Low pressure sealing liquid entry area in a compressor type liquid ring pump

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PATENT REEL: 051460 FRAME: 0312

Owner	Registration Number	Title
Gardner Denver, Inc.	15/661610	Fluid end of a high pressure plunger pump
Gardner Denver Nash LLC	15/903669	Pump system including a controller
Gardner Denver, Inc.	15/760086	Complex screw rotors
Gardner Denver Petroleum Pumps, LLC	15/919584	Wear plate for a drill pump
Gardner Denver Thomas, Inc.	15/481241	Valve plate for a drill pump
Gardner Denver Thomas, Inc.	15/481245	Integrated muffler assembly
Gardner Denver Petroleum Pumps, LLC	15/497543	Reciprocating pump with improved cross-bore
Gardner Denver Petroleum Pumps, LLC	15/994706	Pump crankshaft
Gardner Denver Petroleum Pumps, LLC	15/710574	Packing for a well service pump
Gardner Denver Petroleum Pumps, LLC	15/833210	Systems and methods for fluid end monitoring
Gardner Denver Petroleum Pumps, LLC	15/951757	Header ring
Gardner Denver Petroleum Pumps, LLC	29/618,328 (Unpublished Application)	Header ring for a packing assembly
Gardner Denver Petroleum Pumps, LLC	16/298,228 (Unpublished Application)	Hydraulic fluid pump and retainer assembly for the same
Gardner Denver Petroleum Pumps, LLC	16/418,338 (Unpublished Application)	Fluid end of a hydraulic fluid pump and method of assembling the same
Gardner Denver Petroleum Pumps, LLC	16/127,723 (Unpublished Application)	Hydraulic fluid pump and retainer assembly for the same
Gardner Denver Thomas, Inc.	29/624,844 (Unpublished Application)	Compressor
Gardner Denver, Inc.	29/675,723 (Unpublished Application)	Vacuum pump
Gardner Denver Petroleum Pumps, LLC	16/400,549 (Unpublished Application)	Hydraulic fluid pump and stuffing box assembly for the same

Owner	Registration Number	Title
Gardner Denver Petroleum Pumps, LLC	16/127,741	Hydraulic fluid pump and retainer
	(Unpublished Application)	assembly for the same

Material Inbound Exclusive Licenses in U.S. Patents

None

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PATENT REEL: 051460 FRAME: 0314