OP \$190.00 5144650

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM704200

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Compressor Products International LLC		01/20/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank N.A., as Collateral Agent	
Street Address:	CIB DMO WLO, NY1-C413, 4CMC	
City:	Brooklyn	
State/Country:	NEW YORK	
Postal Code:	11245-0001	
Entity Type:	Bank: UNITED STATES	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5144650	CPI
Registration Number:	5144651	CPI
Registration Number:	3675283	CVP
Registration Number:	3675282	NEOMAG
Registration Number:	5026876	POPR
Registration Number:	3781132	PRO FLO
Registration Number:	5113089	SAFEGUARD

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

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: 1577247

NAME OF SUBMITTER: Theresa Volano

SIGNATURE:	/Theresa Volano/	
DATE SIGNED:	01/24/2022	
Total Attachments: 6		
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Notice of Grant of Security Interest in <u>Trademarks</u>

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of January 20, 2022 (this "Notice"), made by COMPRESSOR PRODUCTS INTERNATIONAL LLC, a Delaware limited liability company (the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement, dated as of September 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Granite US Holdings Corporation (the "U.S. Borrower"), each subsidiary of the U.S. Borrower identified therein and JPMorgan Chase Bank, N.A., as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

all Trademarks of the United States of America and Canada, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in

limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Termination*. This Notice is made to secure the payment of the Secured Obligations. This Notice and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any such termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Notice. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Notice and any security interest in, to or under the Trademark Collateral.

SECTION 6. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

COMPRESSOR PRODUCTS INTERNATIONAL LLC

By:

ame: Jennifer Robertson

Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

JPMORGAN CHASE BANK, N.A.,

as Collateral Agent,

By:

Name: James A. Knight Title: Executive Director

REEL: 007566 FRAME: 0196

Schedule I to Notice of Grant of Security Interest in Trademarks

U.S. Federally Registered or Applied for Trademarks Owned by Compressor Products International LLC

Name	Owner	Jurisdiction of Registration/	Application No.	Filing Date	Registration No.	Registration Date
CPI	Compressor Products International LLC	United States of America	86895162	February 2, 2016	5144650	February 21, 2017
CPI	Compressor Products International LLC	United States of America	86895175	February 2, 2016	5144651	February 21, 2017
CVP	Compressor Products International LLC	United States of America	77525078	July 17, 2008	3675283	September 1, 2009
NEOMAG	Compressor Products International LLC	United States of America	77525047	July 17, 2008	3675282	September 1, 2009
POPR	Compressor Products International LLC	United States of America	86875540	January 14, 2016	5026876	August 23, 2016
PRO FLO	Compressor Products International LLC	United States of America	77837017	September 29, 2009	3781132	April 27, 2010

SAFEGUARD Compressor Products International LLC United States of America 87011468 April 22, 2016

Canadian Registered or Applied for Trademarks Owned by Compressor Products International LLC

Canadian Trademark Registrations

	FLUR-O-FRAN	Name
Products International LLC	Compressor	Owner
Canada		Jurisdiction of Registration/ Application
0297369		Application No.
	May 30, 1966	Filing Date
	TMA 151719	Registration No.
	June 30, 1967	Registration Date

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RECORDED: 01/24/2022

TRADEMARK REEL: 007566 FRAME: 0198

5113089

January 3, 2017