

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524461

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMD Seal/Less Pumps Limited		05/15/2019	Limited Corporation: UNITED KINGDOM
Sundyne, LLC		05/15/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, 4th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2504715	KONTRO
Registration Number:	2614478	SUNDGARD
Registration Number:	2812080	PINNACLE
Registration Number:	1969651	ANSIMAG
Registration Number:	1141533	SUNFLO
Registration Number:	0831392	SUNDYNE
Registration Number:	0803011	SUNDYNE
Registration Number:	5538769	
Registration Number:	2668053	
Registration Number:	4563321	VAPOURVIEW

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

TRADEMARK

Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 27280.00018

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 05/21/2019

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated May 15, 2019, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Morgan Stanley Senior Funding, Inc., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SUNDYNE US PURCHASER, INC., a corporation organized under the laws of Delaware, SILVER II GUERNSEY HOLDINGS, LIMITED, a company incorporated under the laws of Guernsey with registration number 55573 having its registered office at PO Box 286, Floor 2, Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 4LY, have entered into the Credit Agreement dated as of May 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the provision of Ancillary Facilities by the Ancillary Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated May 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or ownership of which is hereafter acquired by the undersigned (the “Collateral”):

all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the

loss of any material rights therein), together with the goodwill symbolized thereby (the "Trademarks");

all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between

the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Governing Law; Jurisdiction; Etc.

THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE


PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

HMD SEAL/LESS PUMPS LIMITED

By: 
Name: Kevin McGlinchey
Title: Authorised Signatory

SUNDYNE, LLC

By: 
Name: Kevin McGlinchey
Title: Vice President and Secretary

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Jordan Ransom
Title: Authorized Signatory

PATENTS

Patents

Issued Patents:

Title	Filed	Serial No.	Issued	Patent No.	Owner
ELECTRIC MACHINE WITH AIR COOLING SYSTEM	5/4/2010	12600166	12/3/2013	8,597,001	SUNDYNE, LLC and Gardner Denver Deutschland GmbH (Joint Owners)
END WINDING COOLING	9/22/2008	12234767	12/28/2010	7,859,146	SUNDYNE, LLC and Gardner Denver Deutschland GmbH (Joint Owners)
FLOW OUTPUT NOZZLE FOR CENTRIFUGAL PUMP	6/17/2009	12485991	4/16/2013	8,419,358	SUNDYNE, LLC
FLOW VECTOR CONTROL FOR HIGH SPEED CENTRIFUGAL PUMPS	11/3/2011	13288126	4/7/2015	8,998,582	SUNDYNE, LLC
Gearbox Output Seal	1/24/2013	13748717	7/21/2015	9,086,131	SUNDYNE, LLC
INNER DRIVE FOR MAGNETIC DRIVE	3/5/2010	12718236	12/18/2012	8,333,666	SUNDYNE, LLC
INNER DRIVE FOR MAGNETIC DRIVE PUMP	12/14/2012	13715292	6/7/2016	9,362,050	SUNDYNE CORPORATION
LIQUID COOLED INTEGRATED ROTORDYNAMIC MOTOR/GENERATOR STATION WITH SEALED POWER ELECTRONIC CONTROLS	1/25/2002	10056902	2/3/2004	6,685,447	SUNDYNE, LLC
LOW-CAVITATION IMPELLER AND PUMP	10/2/2015	14874166	6/19/2018	10,001,133	SUNDYNE, LLC
MOTOR CONTROLLER WITH AUTOMATED INPUT POWER DETERMINATION	4/15/2004	10825059	10/20/2009	7,606,011	SUNDYNE, LLC

Title	Filed	Serial No.	Issued	Patent No.	Owner
ROTARY MACHINE COOLING SYSTEM	1/29/2003	10353291	1/9/2007	7,160,086	SUNDYNE, LLC
STATOR WINDING METHOD AND APPARATUS	9/5/2008	12205141	1/25/2011	7,876,016	SUNDYNE, LLC and Gardner Denver Deutschland GmbH (Joint Owners)
SYSTEM AND METHOD OF DETERMINING CENTRIFUGAL TURBOMACHINERY REMAINING LIFE	4/12/2005	11103864	11/11/2008	7,448,853	SUNDYNE, LLC
THERMAL BARRIER FOR USE IN A MECHANICAL SEAL ASSEMBLY	8/4/1999	9366968	3/13/2001	6,200,086	SUNDYNE, LLC
TWO PIECE SEPARABLE IMPELLER AND INNER DRIVE FOR PUMP	5/4/2010	11098336	3/10/2009	7,500,829	SUNDYNE, LLC

Patent Applications:

Title	Filed	Serial No.	Owner
Bearing Box Frame	4/5/2017	29599645	Sundyne, LLC
High Speed Centrifugal Pump Lined Seal Housing	4/8/2016	15094481	Sundyne, LLC
Self Contained Bearing Box Cooling System	4/5/2017	15480045	Sundyne, LLC

TRADEMARKS

Registered Trademarks:

Trademark	Application Date	Application No	Registration No	Registration Date	Proprietor
KONTRO	4/10/2001	76238509	2504715	11/6/2001	Sundyne, LLC
SUNDGARD	1/30/2001	76201906	2614478	9/3/2002	Sundyne, LLC
PINNACLE	1/30/2001	76201904	2812080	2/10/2004	Sundyne, LLC
ANSIMAG	2/9/1995	74632019	1969651	4/23/1996	Sundyne, LLC
SUNFLO	5/4/1979	73214254	1141533	11/18/1980	Sundyne, LLC
SUNDYNE	10/4/1965	72229307	831392	7/4/1967	Sundyne, LLC
SUNDYNE	8/27/1964	72200794	803011	2/1/1966	Sundyne, LLC
design	8/21/2017	87577450	5538769	8/14/2018	Sundyne, LLC
design	2/7/2001	76206649	2668053	12/31/2002	Sundyne, LLC
VAPOURVIEW	11/11/2013	86114956	4563321	07/08/2014	HMD Seal/Less Pumps Limited

Trademark Applications:

None.

COPYRIGHTS

Registered Copyrights:

None.

Copyright Applications:

None.

Exclusive Copyright Licenses:

None.