TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM636093

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: PARTIAL RELEASE OF TRADEMARK SECURITY INTERESTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		04/01/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	GARDNER DENVER PETROLEUM PUMPS, LLC
Street Address:	4747 SOUTH 83RD EAST AVENUE
City:	TULSA
State/Country:	OKLAHOMA
Postal Code:	74145
Entity Type:	Limited Liability Company: OKLAHOMA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86893809	BLACK DIAMOND

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 614.281.3987

bdepeder@jonesday.com, pcyngier@jonesday.com Email:

BRITTANY A. DEPEDER/JONES DAY **Correspondent Name:**

Address Line 1: 325 John H. McConnell Boulevard

Address Line 2: Suite 600

Address Line 4: COLUMBUS, OHIO 43215-2673

ATTORNEY DOCKET NUMBER:	222967-600005	
NAME OF SUBMITTER:	BRITTANY A. DEPEDER	
SIGNATURE:	/BRITTANY A. DEPEDER/	
DATE SIGNED:	04/01/2021	

Total Attachments: 4

source=AIP Ally - Gardner - Trademark Release - GDPP - April 1 2021 (Executed)#page1.tif source=AIP Ally - Gardner - Trademark Release - GDPP - April 1 2021 (Executed)#page2.tif source=AIP_Ally - Gardner - Trademark Release - GDPP - April 1 2021 (Executed)#page3.tif

source=AIP_Ally - Gardner - Trademark Release - GDPP - April 1 2021 (Executed)#page4.tif

PARTIAL RELEASE OF TRADEMARK SECURITY INTERESTS, dated as of April 1, 2021 (this "Partial Release"), by CITIBANK, N.A., as Collateral Agent (as defined below), in favor of GARDNER DENVER PETROLEUM PUMPS, LLC, an Oklahoma limited liability company (the "Released Party"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement (as defined below) or the Security Agreement (as defined below).

- A. Reference is made to (i) the Credit Agreement, dated as of July 30, 2013 (as amended, supplemented or modified from time to time, the "Credit Agreement"), among 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 from time to time party thereto and Citibank, N.A., as Administrative Agent, Collateral Agent (Citibank, N.A., in such capacity and as successor in interest to UBS AG, Stamford Branch in such capacity, the "Collateral Agent"), Swingline Lender and a Letter of Credit Issuer, (ii) the Security Agreement, dated as of July 30, 2013 (as amended, supplemented or modified from time to time, the "Security Agreement"), among the U.S. Borrower, the other Grantors from time to time party thereto, including the Released Party, and the Collateral Agent, (iii) the Grant of Security Interest in Trademark Rights, dated as of January 7, 2020 (the "Trademark Security Agreement"), made by the Grantors party thereto, including the Released Party, in favor of the Collateral Agent.
- B. Pursuant to the Security Agreement, the Released Party granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Released Party's right, title and interest in, to and under, among other things, the Trademarks of the Released Party (such Trademarks, including, without limitation, those items listed on Schedule I hereto, including the right to receive all Proceeds therefrom, the "Released Trademark Collateral").
- C. The Released Party reaffirmed such security interest in the Released Trademark Collateral pursuant to the Trademark Security Agreement, which was recorded with the United States Patent and Trademark Office on January 9, 2020 at Reel/Frame No. 6834/0219.
- D. The U.S. Borrower has requested that the Collateral Agent execute and deliver this Partial Release to evidence the release of its security interest in the Released Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.
- E. Pursuant to Sections 12.11 and 13.1 of the Credit Agreement and Section 6.5 of the Security Agreement, the Collateral Agent does hereby agree to evidence the termination, release, relinquishment and discharge of any and all Liens and security interests it may have on or in the Released Trademark Collateral, and hereby reassigns to the Released Party any and all right, title, and interest that the Collateral Agent may have in, to or under such Released Trademark Collateral, provided, however, that this release is being made without recourse to, or any representation or warranty by, the Collateral Agent.

[[5604494]]

F. This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Collateral arising under the Security Agreement or the Trademark Security Agreement (such collateral, the "Retained Collateral"). Except as otherwise released pursuant to and in accordance with the Credit Agreement and the Security Agreement, the Collateral Agent retains all security interests, Liens, rights, titles and interests pledged and granted to it under the Security Agreement or the Trademark Security Agreement with respect to all such Retained Collateral, and the Collateral Agent's security interest, Liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. Except as expressly modified hereby, the Security Agreement and the Trademark Security Agreement shall remain in full force and effect.

THIS PARTIAL RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

[[5604494]]

IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Release to be duly executed as of the day and year first above written.

CITIBANK, N.A., as Collateral Agent,

By:______ Name: Sumeet Singal

Title: Vice President

[Signature Page to Partial Trademark Release]

[[5604494]]

SCHEDULE I

to

PARTIAL RELEASE OF TRADEMARK SECURITY INTERESTS

Trademarks Owned by Gardner Denver Petroleum Pumps, LLC

Owner	Registration/Serial Number	Title
Gardner Denver Petroleum Pumps, LLC	86/893,809	BLACK DIAMOND

[[5604494]]

RECORDED: 04/01/2021