

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Liquid Breaker, Inc.		12/26/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Taco, Inc.		
<b>Street Address:</b>	1160 CRANSTON STREET		
<b>City:</b>	Cranston		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02920		
<b>Entity Type:</b>	CORPORATION: RHODE ISLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77625514	ZEROFROST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(401)861-8210		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	401-861-8200		
<b>Email:</b>	lr@psh.com		
<b>Correspondent Name:</b>	Lalitha Rao		
<b>Address Line 1:</b>	180 South Main Street		
<b>Address Line 4:</b>	Providence, RHODE ISLAND 02903		
<b>ATTORNEY DOCKET NUMBER:</b>	2818-10		
<b>NAME OF SUBMITTER:</b>	Lalitha Rao		
<b>Signature:</b>	/lalitha rao/		
<b>Date:</b>	05/14/2009		

CH \$40.00 77625514

**Total Attachments: 14**

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## PATENT GRANTING AND LICENSE AGREEMENT

This Agreement, dated December 26, 2008 (the "**Effective Date**"), is made between (i) Liquid Breaker, Inc., a California corporation, with its principal office located at 2221 Rutherford Road, Carlsbad, CA 92008; and (ii) Giovanni Fima, an individual otherwise known as Raoul G. Fima, with his principal residence located at 2392 Fire Mountain Drive, Oceanside, CA 92054 (collectively, "**Grantor**"), on the one hand, and Taco, Inc., a Rhode Island corporation, with its principal office located at 1160 Cranston Street, Cranston, Rhode Island 02920 ("**Grantee**") on the other.

### WITNESSETH

**WHEREAS**, Grantor owns, has the exclusive right to use, license and sell all rights to the Patents, Trademark and Intellectual Property (as such capitalized terms are defined herein) in connection with the development, manufacture, marketing, distribution and sale of certain products within the HVAC and plumbing industry;

**WHEREAS**, Grantee wishes to obtain an exclusive worldwide license under the Patents and Intellectual Property to develop, manufacture, market, distribute and sell such products throughout the Territory, and Grantor is willing to grant such exclusive license and such additional rights as are set forth in this Agreement upon the terms and conditions set forth herein; and

**WHEREAS**, the Grantor wishes to sell and assign to the Grantee, and the Grantee wishes to purchase and assume from the Grantor: (i) a fifty (50%) percent undivided right, title and interest in the Patents and Grantor's Intellectual Property, and (ii) all right, title and interest in the Trademark upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for good and valuable consideration including the mutual agreements contained in this Agreement, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are incorporated herein and by this reference made a part hereof as if said Recitals were set forth in full as warrants and covenants, and relied upon by the parties as part of the consideration herein.
2. **DEFINITIONS.**
  - 2.1 "Assigned Patents Interest" means the fifty (50%) percent undivided right, title and interest in the Patents sold and assigned to Grantee pursuant to Article 9.1 below.
  - 2.2 "**Confidential Information**" means any and all non-public proprietary information of a party, including, without limitation, all

technical data and information of either party of a technical, engineering, financial, operational, marketing or economic nature, and including physical embodiments thereof, hereinafter disclosed, provided or revealed by one party hereof to the other, and related to the design and manufacture of the Products.

- 2.3 “**Gross Sales**” means the gross amounts received by Grantee from third parties with respect to the sale of the Products within the Territory to such third parties.
- 2.4 “**Intellectual Property**” means all trade secrets or confidential know-how and Confidential Information related to design and manufacture of the Products.
- 2.5 “**Net Profit**” means Gross Sales less: (i) Grantee’s total material and labor costs, (ii) the price of Grantee’s zone valve, which shall be based upon the Valve Transfer Pricing Calculation, as defined below, (iii) Grantee’s overhead costs, (iv) actual discounts (which includes actual quantity discounts, actual off invoice discounts, actual cash discounts, actual returns, taxes, commissions, rebates and freight); and (v) a 5% marketing allowance.
- 2.6 “**Patents**” means the US Patent No. 6766835 “Tank Monitoring System” issued July 27, 2007, and the US Patents Application Publication Number 20060168611 (filed January 10, 2006) including any issuance, continuations, continuations-in-part, reissues, reexaminations, divisions, or extensions of each of the above, and foreign patents and patent applications related thereto, and all rights pertaining thereto. For purposes of clarification, it is understood and agreed by the parties hereto that there are presently no patents or pending applications for patent in any jurisdiction other than the United States related to the above U.S. Patents Application Publications.
- 2.7 “**Products**” shall mean products and methods and systems coming within the scope of the claims of the Patents.
- 2.8 “**Term**” shall have the meaning set forth in Article 4 below.
- 2.9 “**Territory**” shall mean worldwide, within the HVAC and plumbing industries.
- 2.10 “**Trademark**” shall mean the trademark “ZEROFROST” and any derivatives thereof registered by Grantor.

2.11 “Valve Transfer Pricing Calculation” shall mean the price of Grantee’s zone valve for use in the final Product whose price is currently based on Grantee’s 3-Way, 3/4" Sweat, i Series Mixing Valve (Taco, Inc. part # i075C3S-1) as published in Grantee’s then current price list, plus an applied multiplier of 0.144. The valve part number and applied multiplier may be modified, while still maintaining pricing intent, to best match a part number which is available in Grantee’s price list to the zone valve used in the final Product.

3. **RIGHTS GRANTED.** Subject to the terms and conditions of this Agreement, Grantor hereby grants for the benefit of Grantee the world-wide exclusive right to operate under the Patents and Intellectual Property, to develop, manufacture, market, distribute and sell the Products throughout the Territory, and agrees that Grantor will not operate under the Patents, Trademark and/or Intellectual Property in the field (the HVAC and plumbing industries) exclusively granted to Grantee.

4. **TERM OF AGREEMENT.** Subject to the provisions of Section 5 below, this Agreement shall commence as of the Effective Date and shall continue in full force and effect until the first to occur of: (i) the date on which the Patents can no longer be enforced in the United States; or (ii) the date on which Grantee purchases the Remaining Fifty Percent ownership interest in the Patents (the “Term”), at which times it will Expire.

5. **TERMINATION.** This Agreement may be terminated as follows:

5.1 By either party in the event the other party breaches a material provision of this Agreement and the breaching party fails to cure such breach within thirty (30) days after the receipt of written notice of such breach from the non-breaching party;

5.2 Upon written notice to the other party, should any of the following occur: (i) the other party is liquidated, dissolved, or makes an assignment for the benefit of creditors; (ii) the other party applies or petitions for any proceedings relating to itself under any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution, or liquidation law of any competent jurisdiction, whether now or hereafter in effect, or applies or petitions to any tribunal for the appointment of a trustee or receiver of itself or any substantial part of its assets; or (iii) any petition or application set forth in (ii) above is filed against the other party and: (1) such petition is not dismissed within ninety (90) days of filing; (2) the other party indicates its approval thereof, consent thereto, or acquiescence therein; or (3) if the business or assets of either party

that are necessary for the performance of this Agreement by the affected party, or any portion thereof, are seized, nationalized, or confiscated or expropriated.

5.3 In the event of termination of this Agreement for any reason set forth herein in this Article 5, except upon the breach by Grantor, upon the written request of either party, the other party will, and will cause its representatives, to promptly either return to the requesting party, or, at such requesting party's written request, destroy all Confidential Information and other documents and materials furnished by the requesting party to the other party during the Term, together with all copies thereof in the possession of such party to the extent the same contain Confidential Information. In the event of destruction of any such materials as provided herein, such destruction shall be confirmed by such party and its representatives, as the case may be, in writing to the requesting party.

6. **PROFIT SHARE.**

6.1 During the Term of this Agreement, in consideration of the exclusive rights herein granted, Grantee shall pay to Grantor, a percentage of Grantee's Net Profit, at such times, and in such amounts, as set forth below (the "Profit Share"). Notwithstanding anything to the contrary contained in this Agreement, Grantee's obligation to pay the Profit Share to Grantor shall apply solely during the period that the Patents covering a Product is enforceable in the jurisdiction in which the Product is manufactured or sold.

6.2 Subject to Section 10.4 below, the Profit Share shall be fifty (50%) percent of Net Profit, and shall be payable to Grantor by Grantee within ten (10) days of Grantee's delivery to Grantor of the Net Profit Statements with respect to the Net Profit for the preceding calendar quarter.

6.3 Notwithstanding the foregoing, however, if, after three (3) years from the Effective Date, the Patents have not been issued, or if at anytime prior thereto, the Patents are deemed to be un-patentable, the Profit Share shall be reduced to zero.

7. **ACCOUNTING.**

7.1 **Duty to Keep Accounts.** Grantee shall maintain an accurate account of all operations within the scope of this Agreement for the duration of the Term, including without limitation, appropriate

books of account and records sufficient to reconcile the number of Products manufactured with the number of Products sold.

- 7.2 **Net Profit Statements.** Within thirty (30) days after the end of each calendar quarter, Grantee shall provide to Grantor a statement showing Gross Sales of Products sold by Grantee and Net Profit on such sales during the preceding calendar quarter (the "Net Profit Statement").

## 8. **NON-COMPETE AND CONFIDENTIAL INFORMATION.**

- 8.1 For the duration of the Term, Grantor agrees not to compete directly or indirectly with the Grantee in connection with the development, manufacture, marketing, distribution and sale of the Products or products, methods or systems useful as substitutes for the Products. In addition, Giovanni Fima (otherwise known as Raoul G. Fima) agrees that he shall not compete directly or indirectly with the Grantee in connection with the development, manufacture, marketing, distribution and sale of the Products or products, methods or systems useful as substitutes for the Products whether as an employee, sole proprietor, partner, shareholder, joint venturer or otherwise
- 8.2 The parties acknowledge that during the Term of this Agreement they may be privy to Confidential Information of the other party. The parties agree that they shall not during the Term of this Agreement or thereafter disclose any such Confidential Information to any third parties without the prior written consent of the other party and that each party undertakes to insure that their employees, officers, directors, agents, and assignees shall likewise not disclose any Confidential Information to third parties.
- 8.3 The parties shall keep the terms of this Agreement confidential, except as may be otherwise required by law. Notwithstanding the foregoing, the parties shall have the right to disclose the terms of this agreement to their corporate affiliates, accountants, factors, employees, shareholders, in-house and outside attorneys, and potential investors and acquirers and in the enforcement of their respective rights hereunder.

## 9. **GRANTEE'S PURCHASE OF UNDIVIDED RIGHT IN THE PATENTS AND INTELLECTUAL PROPERTY.**

In consideration of the payment to Grantor by Grantee of \$120,000, payable in twelve (12) equal monthly installments,

commencing upon the first day of the month following the Effective Date:

**9.1.1** Grantor hereby grants, assigns, sells and transfers to Grantee, an undivided right, title, interest and ownership anywhere in the world in and to fifty (50%) percent of the Patents and all Intellectual Property, free and clear of all liens, licenses, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Grantee for Grantee's own use and enjoyment, and for the use and enjoyment of Grantee's successors, assigns, designees, nominees, and other legal representatives.

**9.1.2** As may be requested by Grantee or its designees or other legal representatives from time to time after the date hereof, Grantor agrees to assist Grantee, or Grantee's successors, assigns, designees, nominees, or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Patents and (ii) secure Grantee's rights in the Patents, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Grantee deems reasonably necessary to assign and convey to Grantee, or Grantee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Patents.

**10. OPTION TO PURCHASE REMAINING FIFTY (50%) PERCENT OF PATENT.**

**10.1** In consideration of Grantee entering into this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee the exclusive and irrevocable right and option, exercisable at any time from the fourth anniversary of the Effective Date to purchase from Grantor an undivided right, title, interest and ownership anywhere in the world in and to the remaining fifty (50%) percent of the Patents (the "**Remaining Fifty Percent of Patents**").

**10.2** The option set forth herein shall be exercisable by Grantee providing written notice to Grantor, which notice shall state the proposed closing date for the purchase of the Remaining Fifty Percent of the Patents, which date shall not be less than five (5)



business days following the date of notice to Grantor. Upon the closing date, the parties shall execute and deliver the instruments and ancillary documentation provided for in Article 9.1.2 above with respect to the sale and assignment to Grantee of the Remaining Fifty Percent of Patents.

**10.3** The purchase price of the Remaining Fifty Percent of Patents (the "Remaining Purchase Price") shall be based on a three (3) times factor of the Profit Share paid to Grantor in the fourth year of the Term (or the year preceding the year in which Grantee elects to purchase the Remaining Fifty Percent of Patents, if such election takes place following the fifth anniversary of the Effective Date).

**10.4** The Remaining Purchase Price shall be payable to Grantor by Grantee in equal quarterly (based on the calendar year) installments not to exceed five (5) years. Grantee shall have the right to prepay any or all of the Remaining Purchase Price at its sole discretion. During the payout of the Remaining Purchase Price, the Profit Share will be reduced to reflect the percentage of the Remaining Purchase Price actually paid. For example, if the Remaining Purchase Price equals \$1,000,000, disbursed equally over 5 years (\$200,000 per year) then the Profit Share would change to reflect the ownership percentages of the Patents; Year 5 would be 60% /40% ownership, year 6 would be 70/30, year 7 would be 80/20, year 8 would be 90/10 and year 9, Grantee would own 100% rights to the Patents and all profits derived from the sales of the Products, meaning that the Profit Share would be zero.

## **11. GRANTEE'S PURCHASE OF UNDIVIDED RIGHT IN THE TRADEMARK.**

In consideration of the payment to Grantor by Grantee of \$10.00, payable upon the Effective Date:

**11.1.1** Grantor hereby grants, assigns, sells and transfers to Grantee, an undivided right, title, interest and ownership anywhere in the world in and to the Trademark and all goodwill related thereto, free and clear of all liens, licenses, mortgages, options, charges, title defects, security interests, and similar encumbrances, the same to be held by Grantee for Grantee's own use and enjoyment, and for the use and enjoyment of Grantee's successors, assigns, designees, nominees, and other legal representatives.

**11.1.2** As may be requested by Grantee or its designees or other

legal representatives from time to time after the date hereof, Grantor agrees to assist Grantee, or Grantee's successors, assigns, designees, nominees, or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Trademark and (ii) secure Grantee's rights in the Trademark, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Grantee deems reasonably necessary to assign and convey to Grantee, or Grantee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Trademark.

12. **FORCE MAJEURE.** Neither Grantor nor Grantee shall be held responsible for any loss, damage or delay suffered by any other party owing any cause that is beyond the reasonable control of the non-conforming party and cannot be attributed to negligence or willful nonperformance of its obligation. Such causes include, but are not limited to, wars, embargos, riots, civil disturbances, fires, storms, floods, typhoons, earthquakes and other natural calamities, strikes and labor disputes, government acts and restrictions, and other causes that cannot be overcome or prevented by due diligence. As a condition precedent to invoking force majeure as a defense, either party wishing to invoke this Section shall give written notice to the other party stating the relevant cause immediately upon its discovery thereof. The non-performing party shall promptly resume performance of its obligations, if practical, within a reasonable period of time after such cause or causes cease to operate.

13. **FUTURE DEVELOPMENTS / PRODUCTS BY GRANTOR.**

13.1 Within thirty (30) days after the end of each calendar quarter, Grantor shall provide to Grantee a written summary of any new projects and/or products in development by Grantor ("New Developments").

13.2 In the event that the Grantor desires to sell or license a New Development relating to products having the sales potential with respect to the water control, monitoring, measuring and/or general HVAC industry (excluding the "Green Cartridge" waterless urinal cartridge) (the "Offered Development"), to any third party during the Term, it shall present any bona fide, arms-length, offer it may receive for such Offered Development to the Grantee in a written notice setting forth the price and all material terms and conditions

together with the identity of the offering party (an “Offer Notice”). The Grantee shall then have the right to elect, for a period of thirty (30) days from its receipt of the Offer Notice, to purchase or license such Offered Development at the same price and subject to the same material terms and conditions as described in the Offer Notice. In the event that the Grantee elects not to purchase or license such Offered Development, the Grantor may proceed with the sale or license of the Offered Development strictly in accordance with all of the material terms and conditions set forth in the Offer Notice and to the identified party.

- 13.3 In the event that any of the New Developments can be used in conjunction with, or as a substitute for the Products, the Grantor shall offer to include such New Development within this Agreement, assigning 50% of any patent granted on such New Development to Grantee, and shall otherwise operate under the terms of this Agreement with regard to any rights to use the New Development commercially and to pay the Profit Share on any patent in accordance with this Agreement.

#### 14. INDEMNIFICATION.

14.1 Grantor hereby saves and holds Grantee harmless of and from and indemnifies and agrees to defend Grantee against any and all losses, liability, damages and expenses (including reasonable attorneys’ fees and expenses) which Grantee may incur or be obligated to pay, or for which Grantee may become liable or be compelled to pay in connection with any action, claim or proceeding by third parties against Grantee for or by reason of or in connection with: (a) any acts, whether of omission or commission, that may be committed or suffered by Grantor, its affiliates or any of their respective servants, agents or employees, (b) any breach of the representations and warranties of Grantor set forth in this Agreement; or (c) the activities of Grantor, any affiliate, servant, agent or employee of Grantor.

14.2 Grantee hereby saves and holds Grantor harmless of and from and indemnifies and agrees to defend Grantor against any and all losses, liability, damages and expenses (including reasonable attorneys’ fees and expenses) which Grantor may incur or be obligated to pay, or for which Grantor may become liable or be compelled to pay in connection with any action, claim or proceeding by third parties against Grantor for or by reason of or in connection with: (a) any acts, whether of omission or commission, that may be committed or suffered by Grantee, its affiliates or any

of their respective servants, agents or employees, (b) any breach of the representations and warranties of Grantee set forth in this Agreement; or (c) the activities of Grantee, any affiliate, servant, agent or employee of Grantee.

**15. MAINTENANCE AND DEFENSE OF PATENT.**

**15.1** Each of the parties agrees to cooperate with the other party in executing such documents and other papers in a timely manner as may be necessary or desirable to permit any required filings or other action in connection with the maintenance and general upkeep of the Patents. The costs of so maintaining the Patents shall be shared between the parties based upon the parties' respective ownership percentage, and this obligation shall be a substantial part of the consideration owed by the parties.

**15.2** If either party ("Enforcing Party") wishes to enforce the Patents against an alleged infringer, such Enforcing Party will give the other Party notice prior to bringing any legal action (including the seeking of injunctions or restraining orders), and the other party will have the right to participate or not participate in such enforcement, at its sole discretion. If such other party chooses to participate, it will bear its own expenses, share such other expenses as the parties jointly determine to be appropriate, and will share equally any and all monies or other benefits derived (after payment of the parties' expenses) from such enforcement action(s). If the other party chooses not to participate in an enforcement action brought by the Enforcing Party it shall voluntarily join the enforcement action, but the Enforcing Party will indemnify and pay reasonable costs which the non-participating party incurs as a result of such joinder, including, but not limited to, reasonable attorneys' fees and travel costs.

**16. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**16.1 Grantor's Representations, Warranties and Covenants.**

Grantor represents, warrants or covenants to Grantee that:

- (a) It has the full right, power and authority to grant the rights herein granted to Grantee;
- (b) Grantor has granted no other license to use the Intellectual Property, Patents Rights or Trademark in connection with the Products in the Territory;

- (c) There are no actions, suits, proceedings or investigations pending, or threatened, against or affecting Grantor before any court, arbitrator or administrative or governmental body which might adversely affect or materially impair the right of Grantor to grant the rights granted herein or otherwise perform its obligations under this Agreement;
- (d) There are no pending or existing adverse orders, judgments, proceedings, investigations, claims, actions, restrictions or encumbrances regarding or relating to any of the rights granted herein in any jurisdiction within the Territory; and
- (e) It is not currently in and has not filed for bankruptcy protection.
- (f) Grantor covenants that it shall ensure that Grantee shall have access to Grantor's staff (including, specifically, but not limited to, Giovanni Fima) familiar with the Patents, Intellectual Property and Products during normal business hours during the Term, to answer inquiries relating to the Patents, Intellectual Property and Products, provided that reasonable notice is provided and that such inquiries are reasonable in time and scope.

**16.2 Grantee's Representations, Warranties and Covenants.**

Grantee represents, warrants or covenants to Grantor that:

- (a) It has the full right, power and authority to enter into this Agreement and perform its obligations hereunder; and
- (b) It is not currently in and has not filed for bankruptcy protection.

**17. GENERAL.**

**17.1 Independent Contractors.** Each of the parties shall act as an independent contractor under the terms of this Agreement and neither is now, or in the future, an agent or legal representative of the other for any other purpose. This Agreement shall not be construed to place the parties in the relationship of partners or joint venturers. Neither party has the right or authority to bind the other in any way.

**17.2 Choice of Law; Choice of Forum.** This Agreement shall be

construed according to the laws of the State of Rhode Island. Subject to the provisions of this Section 21.2 the parties hereto agree to accept the jurisdiction and venue of the courts of the State of Rhode Island, and the federal district court situated in Providence for the adjudication of any dispute arising in connection with or related to this Agreement or the interpretation of this Agreement. The parties do hereby agree and they do hereby submit to the personal jurisdiction of such courts for the adjudication of any dispute arising out of or related to this Agreement and waive any objection based on the lack of personal jurisdiction and shall not challenge by motion or otherwise the jurisdiction of such courts.

**17.3**        **Partial Invalidity.** If any of the provisions of this Agreement is held to be invalid, void, unforeseeable, the remainder of the provisions shall remain in full force and effect shall in no way be affected, impaired, or invalidated.

**17.4**        **Entire Agreement.** This Agreement, including any schedules and exhibits hereto, constitutes the entire agreement between Grantor and Grantee concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties. This Agreement may be amended only by an instrument in writing that expressly refers to this Agreement and specifically states that it is intended to amend it. No party is relying upon any warranties, representations, or inducements not set forth herein.

**17.5**        **Notices.** All notices or other communications pursuant to this Agreement (other than approvals) shall be in writing and shall be deemed valid and sufficient if delivered by personal service or overnight courier or if dispatched by registered mail, postage prepaid, in any post office, or if dispatched by facsimile, promptly confirmed by letter dispatched as above provided, addressed as follows:

If to Grantor:

Liquid Breaker, Inc.  
2221 Rutherford Road  
Carlsbad, CA 92008

Giovanni Fima  
(a/k/a Raoul G. Fima)  
2392 Fire Mountain Drive  
Oceanside, CA 92054

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Grantee:

Taco, Inc.  
1160 Cranston Street  
Cranston, Rhode Island 02920  
Attention: Kyle A. Adamonis

With a copy to:

Morrison Cohen LLP  
909 Third Avenue  
New York, NY 10022  
Attention: Michael L. Martell, Esq.

- 17.6 **Binding Nature.** This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and permitted assigns.
- 17.7 **Section Headings.** The section and subsection headings appear only as a matter of convenience and shall not be affect the construction of the Agreement.
- 17.8 **Authority.** Each party represents that the person signing this Agreement on behalf of it has been duly authorized and empowered to execute this Agreement.
- 17.9 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be considered an original but which together shall constitute one and the same instrument.
- 17.10 **Construction.** Each party has carefully reviewed this Agreement, understands its terms, sought legal advice with respect to this Agreement, and has relied wholly on its own judgment and knowledge and has not been influenced to any extent whatsoever in making this Agreement by any representations or statements made by any other party or anyone acting on behalf of any other

party. Any rules of constructing an agreement against the drafting party shall not apply to the construction of this Agreement.

**17.11** **Assignment and Sublicensing.** Neither this Agreement nor any rights, duties and obligations hereunder shall be assigned by either party to any other party without prior written consent of the other party. Notwithstanding the foregoing, the Grantee may assign this Agreement to an affiliate, subsidiary or parent entity, or in the event of a sale of substantially all of Grantee's stock or assets to a third party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed on the day and year first written above.

**GRANTOR**

Liquid Breaker, Inc.

By:

Name:

Title:

Giovanni Fima  
(a/k/a Raoul G. Fima)

**GRANTEE**

Taco, Inc.

By:

Name:

Title: