

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quick Fitting, Inc.		04/16/2019	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Antipodes Acquisitions Limited		
Street Address:	P.O. Box 527		
City:	Oneroa, Auckland		
State/Country:	NEW ZEALAND		
Postal Code:	1840		
Entity Type:	Limited Liability Company: NEW ZEALAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5384150	ELECTROPUSH	
Serial Number:	86780422	ARMOR LOCK	
Serial Number:	86772367	PERMA FIT	
Registration Number:	5100663	VERIPRESS	
Registration Number:	4909842	LOCJAW	
Registration Number:	4909841	LOCJAW	
Registration Number:	4830198	COPPERHEAD	
Registration Number:	4754505	PUSH CONNECT	
Registration Number:	4702762	QUICK FITTING	
Registration Number:	4694927	PB · QUICK FITTING INC · LEAD LAW COMPLI	
Registration Number:	4663322	PROBITE	
Registration Number:	4337138	COPPERHEAD	
Registration Number:	4337131	COPPERHEAD PURE COPPER PUSH FITTINGS	
Registration Number:	3240465	COPRO	
Registration Number:	3891252	COPRO PURE	
Registration Number:	3891251	PUSH GRIP	
Registration Number:	3891248	COPRO PURE	
Registration Number:	3630854	OVERBUILT, NOT OVERPRICED!	
Registration Number:	3498231	COPRO	

CH \$565.00 5384150

Property Type	Number	Word Mark
Registration Number:	3504118	QUICK FITTING
Registration Number:	3548049	PROBITE
Registration Number:	3758394	PUSH CONNECT

CORRESPONDENCE DATA

Fax Number: 4018618210
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: 401-861-8200
Email: trademark@psh.com
Correspondent Name: John E. Ottaviani
Address Line 1: 40 Westminster Street, Suite 1100
Address Line 4: PROVIDENCE, RHODE ISLAND 02903

NAME OF SUBMITTER:	John E. Ottaviani
SIGNATURE:	/jeo/
DATE SIGNED:	04/16/2019

Total Attachments: 20

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PATENT AND TRADEMARK SECURITY AND PLEDGE AGREEMENT

This PATENT AND TRADEMARK SECURITY AND PLEDGE AGREEMENT (the "Agreement") dated as of April 16, 2019, is by and between **Quick Fitting, Inc.**, a Rhode Island corporation, with a principal place of business at 30 Plan Way, Warwick, Rhode Island 02886 (the "**Borrower**" or "**Assignor**"), and **Antipodes Acquisitions Limited**, a New Zealand limited liability company having an address of P.O. Box 527, Oneroa, Auckland 1840, New Zealand (the "**Lender**" or "**Assignee**")

BACKGROUND. The Borrower and the Lender are parties to a certain Loan Agreement (the "Loan Agreement"), dated on or about the date hereof. In connection with the Loan Agreement, the Assignor has executed and delivered to Lender certain Convertible Promissory Notes dated as of even date herewith (collective, the "Notes"). In order to secure the Notes, the Borrower executed and delivered to the Lender, among other things, a certain Security Agreement dated as of even date herewith (the "Security Agreement"), granting the Lender a security interest in all assets of the Borrower, including, without limitation, all Intellectual Property and Intellectual Property Rights, as defined below, then or thereafter owned by the Borrower, and as currently listed on Schedule A and Schedule B attached hereto. In order to properly perfect the rights of the Lender under the Security Agreement, the Assignor has agreed to specifically assign to Lender the Intellectual Property and Intellectual Property Rights pursuant to this Agreement.

WHEREAS, in consideration of the Lender making the Loans as evidenced by the under the Notes the Lender shall require that the Assignor execute and deliver to the Lender this Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Documents, as defined in the Loan Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement referred to below:

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Intellectual Property and the use thereof.

Intellectual Property. All of the patents, patent applications and trademarks used or associated with or appurtenant to the products, services and businesses of the Assignor, that (a) are set forth on Schedule A and Schedule B hereto, or (b) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future

acquires any right, title or interest.

Intellectual Property Rights. Any and all past, present or future rights in, to and associated with the Intellectual Property throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise.

Pledged Intellectual Property. All of the Assignor's right, title and interest in and to all of the Intellectual Property, the Intellectual Property Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

- (a) all patents, inventions, copyrights, trade secrets, confidential information formula, methods or processes, compounds, recipes, know-how methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Intellectual Property; and
- (b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the intellectual Property or Intellectual Property Rights, whether prior to, on or subsequent to the date hereof;
 - (i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchises or licensees or contractors, for products or services sold under or in connection with the Intellectual Property or Intellectual Property Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style size and quantity;
 - (ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Intellectual Property or Intellectual Property Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for an materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Intellectual Property or Intellectual Property Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Intellectual Property or Intellectual Property Rights.

Use. With respect to any Intellectual Property, all uses of such Intellectual Property by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in the Loan Documents shall be applicable to this Agreement.

Section 2. Grant of Security Interest.

(a) As collateral security for the payment and performance in full of all the Notes, to the greatest extent permitted by law and/or applicable contracts, the Assignor hereby unconditionally, absolutely and irrevocably grants to the Lender a continuing third priority security interest in and third priority lien (junior only to Bank Rhode Island and the Rhode Island Small Business Loan Fund) on the Pledged Intellectual Property, and pledges, assigns and mortgages (but does not transfer title to) the Pledged Intellectual Property to the Lender.

(b) In addition to, and not by way of limitation of the grant pledge and mortgage of the Pledged Intellectual Property provided in Section 2(a), the Assignor grants, assigns, transfers, conveys and sets over to the Lender the Assignor's entire right, title and interest in and to the Pledged Intellectual Property, provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (y) upon the written demand of the Lender at any time during such continuance or (z) immediately and automatically (without notice or action of any kind by the Lender) upon an Event of Default if such Event of Default is one for which acceleration of the Loans is automatic under the Loan Agreement or upon the sale or other disposition of or foreclosure upon the Collateral (including the transfer or other disposition of the Collateral by the Assignor to the Lender or its nominee in lieu of foreclosure).

(c) Pursuant to the Security Agreement, the Assignor has granted to the Lender a continuing security interest in and lien on the Collateral (including the Pledged Intellectual Property). The Loan Documents, and all rights and interests of the Lender in and to the Collateral (including the Pledged Intellectual Property) thereunder, are hereby ratified and confirmed in all

respects. In no event shall this Agreement, the grant assignment, transfer and conveyance of the Pledged Intellectual Property hereunder, or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent the security interest of the Lender in the Collateral (including the Pledged Intellectual Property) pursuant to this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Intellectual Property) or any present or future rights and interests of the Lender in and to the Collateral under or in connection with this Agreement or the Uniform Commercial Code. Any and all rights and interests of the Lender in and to the Pledged Intellectual Property (and any and all obligations of the Assignor with respect to the Pledged Intellectual Property) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Lender (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Intellectual Property) provided in or arising under or in connection with the Loan Documents and shall not be in derogation thereof.

Section 3. Representations, Warranties and Covenants.

The Assignor represents, warrants and covenants that: (a) Schedule A and Schedule B sets forth a true and complete list of all Intellectual Property and Intellectual Property Registrations now owned, licensed, controlled or used by the Assignor; (b) the Intellectual Property and Intellectual Property Registrations are subsisting and have not been adjudged invalid or unenforceable by a court, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Intellectual Property or Intellectual Property Registrations; (c) to the best of the Assignor's knowledge, each of the Intellectual Property and Intellectual Property Registrations is valid and enforceable; (d) to the best of the Assignor's knowledge, there is no infringement by others of the Intellectual Property, Intellectual Property Registration or Intellectual Property Rights; (e) to the best of the Assignor's knowledge, no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property (other than ownership and other rights reserved by third party owners with respect to Intellectual Property that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses (except in favor of Southwire), registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Loan Documents and this Agreement and liens permitted pursuant to the Loan Documents; (g) the Assignor has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (h) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Intellectual Property; and (i) the Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Intellectual Property.

Section 4. No Transfer or Inconsistent Agreements. Except as otherwise provided under the terms of that certain Subordination and Intercreditor Agreement with Bank Rhode Island and Assignor of even date, without the Lender's prior written consent the Assignor will not (a) mortgage, pledge assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Intellectual Property other than in the ordinary course of business and upon prior written notice to Assignee, or (b) enter into any agreement that is inconsistent, with the Assignor's obligations under this Agreement or the Loan Documents.

Section 5. After Acquired Patents.

(a) If, before the Notes shall have been finally paid and satisfied in full the Assignor shall obtain any right, title or interest in or to any other or new Intellectual Property or Intellectual Property Rights the provisions of this Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Lender notice thereof in writing and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to implement, preserve or evidence the Lender's interest therein.

(b) The Assignor authorizes the Lender to modify this Agreement and the Assignment of Intellectual Property without the necessity of the Assignor's further approval or signature, by amending Schedule A and Schedule B hereto and the Annex to the Assignment of Intellectual Property to include any future or other Intellectual Property or Intellectual Property Rights under Section 2 or Section 5.

Section 6. Patent Prosecution.

(a) The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Intellectual Property, and shall hold the Lender harmless from any and all reasonable costs, damages, liabilities and expenses that may be incurred by the Lender in connection with the Lender's interest in the Pledged Intellectual Property or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain patent counsel reasonably acceptable to the Lender.

(b) The Assignor shall have the right and the duty, through patent counsel reasonably acceptable to the Lender to prosecute diligently any patent application of the Intellectual Property pending as of the date of this Agreement or thereafter, to preserve and maintain all rights in the Intellectual Property, including the filing of appropriate renewal applications and other instruments and the payment when due of an registration renewal fees and patent maintenance fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Intellectual Property. Any reasonable expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed Intellectual Property without the consent of the Lender.

(c) The Assignor shall have the right to bring suit or other action in the Assignor's own name to maintain and enforce the Intellectual Property and the Intellectual Property Rights. The

Assignor may require the Lender to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Lender is completely satisfied that such joinder will not subject the Lender to any risk of liability. The Assignor shall promptly, upon demand reimburse and indemnify the Lender for all damages, reasonable costs and expenses, including reasonable legal fees, incurred by the Lender pursuant to this Section 6 (c).

(d) In general the Assignor shall take any and all such reasonable actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Intellectual Property, The Assignor shall not take or fail to take any reasonable action, nor permit any reasonable action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Intellectual Property.

(e) Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court regarding the validity of any of the Intellectual Property or the Assignor's rights, title, or interests in and to the Pledged Intellectual Property, and of any event that does, or reasonably could, materially adversely affect the value of any of the Pledged Intellectual Property the ability of the Assignor or the Lender to dispose of any of the Pledged Intellectual Property or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Intellectual Property).

(f) Notwithstanding any other term or provision set forth in Section 6 hereof Assignor shall be required to commence and prosecute the actions set forth or referred to in Section 6 only in those instances where the failure to do so would result in or cause a materially adverse effect to the economic viability of Assignor or would materially and adversely affect any of Assignor's assets and in those instances where the cost to defend and maintain any of said actions is, in the reasonable business judgment of Assignor, justified.

Section 7. Remedies. Upon the occurrence and during the continuance of an Event of default, the Lender shall have, in addition to all other rights and remedies given it by this Agreement (including, without limitation, those set forth in Section 2), the Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Rhode Island and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Intellectual Property, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Intellectual Property all reasonable expenses incurred by the Lender in attempting to enforce this Agreement (including all reasonable expenses for broker's fees and legal services) shall apply the residue of such proceeds toward the payment of the Notes as set forth in or by reference in the Loan Documents. Notice of any sale, license or other disposition of the Pledged Intellectual Property shall be given to the Assignor at least ten (10) days before the time that any

intended public sale or other public disposition of the Pledged Intellectual Property is to be made or after which any private sale or other private disposition of the Pledged Intellectual Property may be made which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law purchase or license the whole or any part of the Pledged Intellectual Property or interests therein sold, licensed or otherwise disposed of.

Section 8. Collateral Protection. If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach or cause such act to be done or such breach to be remedied, and the Assignor agrees promptly to reimburse the Lender for any reasonable cost or expense incurred by the Lender in so doing.

Section 9. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Lender may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use the Pledged Intellectual Property, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Intellectual Property to any third person, or to take any and all actions necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Intellectual Property or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder, The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

Section 10. Further Assurances. The Assignor shall, at any time and from time to time and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments and do such other and further acts and things (including, without limitation, obtaining consents of third parties) as the Lender may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in the Pledged Intellectual Property.

Section 11. Termination. At such time as all of the Notes have been finally paid and satisfied in full, this Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, terminations, discharges, assignments and other instruments as may be necessary or proper to reassign and reconvey to and revest in the Assignor the entire right, title, and interest to the Pledged

intellectual Property previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Lender pursuant hereto or the Loan Documents.

Section 12. Course of Dealing. No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents or any other agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 13. Expenses. Any and an reasonable fees, costs and expenses of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including any taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Intellectual Property, shall be borne and paid by the Assignor.

Section 14. Overdue Amounts. Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Intellectual Property and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Notes.

Section 15. No Assumption of Liability; Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM ANY OF THE PLEDGED INTELLECTUAL PROPERTY OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR AND THE ASSIGNOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL REASONABLE COSTS, REASONABLE EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

Section 16. Notices. All notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, teletype or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignor, at 30 Plan Way, Warwick, Rhode Island 02886, Attention: David B. Crompton, or at such other addresses for notice as the Assignor shall last have furnished in writing to the person giving the notice; and

(b) if to the Lender, at P.O. Box 527, Oneroa, Auckland 1840, New Zealand, or at such other address for notice as the Lender shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by two-day international courier, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

Section 17. Amendment and Waiver. This Agreement is subject to modification only by a writing signed by the Lender and the Assignor, except as provided in Section 5(b). The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

Section 18 Governing Law; Consent to Jurisdiction. THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF RHODE ISLAND. The Assignor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of Rhode Island, or any federal court sitting therein and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in Section 16. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

Section 19. Waiver of Jury Trial. THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, AND ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special exemplary, punitive or consequential damages or any damages other than, or in addition to actual damages. The Assignor (a) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that in entering into the Loan Documents to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this Section 19.

Section 20. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective heirs, successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Agreement

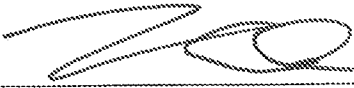
Section 21. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

[Signature page to follow]

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereby have executed this Agreement to be effective as of the date and year first indicated above.


Witness:



Assignor/Borrower:

Quick Fitting, Inc.

By:


_____ David B. Crompton, President

Witness:

Lender/Assignee:

Antipodes Acquisitions Limited

By: _____

IN WITNESS WHEREOF, the parties hereby have executed this Agreement to be effective as of the date and year first indicated above.

Witness:

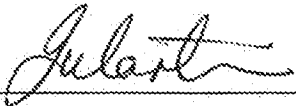
Assignor/Borrower:

Quick Fitting, Inc.

By: _____

David B. Crompton, President

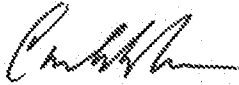
Witness:



Lender/Assignee:

Antipodes Acquisitions Limited

By: _____


CAROL A. SYMONI
DIRECTOR

Schedule A

Quick Fitting, Inc.
 Granted Patents and Pending Patent
 Applications

<u>Title</u>	<u>Application No.</u>	<u>Patent No.</u>
Piping Joint Assembly System and Method – US	11/807,072	7,862,089
Push-Fit Valve with Integrated Mounting Assembly - US	12/205,719	7,942,161
Piping Joint Assembly System and Method – US	13/246,562	8,205,915
Piping Joint Assembly System and Method – US	12/981,855	8,210,576
Push Connect Joint Assembly System and Method - US	13/246,597	8,398,122
Piping Joint Assembly System and Method with Sealing Ring Stabilizer - US	13/490,653	8,480,134
Sealing Ring Stabilizer – China	2013-80003695.2	1,786,549
Push-to-Connect Joint Assembly, Device and Method (Dual Seal continuation) - US	13/756,789	9,217,529
Flow Check Valve Assembly and Method (with spring) – US	13/756,658	8,561,639
Flow Check Valve Assembly and Method (with gland) - US	13/756,716	8,567,446
Low force device – US	13/911,543	8,844,981
Low force device – Canada	2,914,823	2,914,823
Low force device - China	2014-80032092X	2,292,509
Low force device - China (divisional)	2016105873126	

Low force device - Europe	14807632.6	3,004,710
QuickLock #1 – US	14/291,509	9,068,680
QuickLock #2 – US	14/291,740	10,094,500
QuickLock # 1 Canada	2,893,393	2,893,393
QuickLock # 1 China	2015-102919373	2,145,771
QuickLock # 2 Canada	2,893,394	
QuickLock # 2 China	2015-102919496	2,668,420
QuickLock # 1 Europe	15800228.7	
Press Fit Device – US	14/061,234	8,888,145
Press Fit Device – US	14/516,749	9,416,897
Flow Check Valve with Gland – US	14/062,025	8,701,715
Cross Platform Release Tool #1 – US	14/144,925	8,844,974
Cross Platform Release Tool #2 – US	14/467,375	9,115,833
Box Connector Device – US	14/806,828	9,819,165
Box Connector – US continuation	15/810,217	10,096,981
Box Connector – China	2015800400011	3,298,198
Box Connector – China Divisional	2019101313805	
Box Connector – Canada	2993613	
Press Fit Device - Taiwan	103135378	I585327
Locking Rotation Fitting – US	14/564,714	9,816,655

Sealing Ring Stabilizer – Canada	2,881,822	2,881,822
Telescoping Push Fit – US	14/585,808	9,664,318
Cross Platform Release Tool # 2 - Canada	2935235	2,935,935
Cross Platform Release Tool # 2 - China	2014800705655	2,802,233
Cross Platform Release Tool - Europe	14 876 399.8	
ProBite Plus Clip Device and Assembly – US	14/664,121	9,322,496
FlowCheck – Canada	2,900,047	2,900,047
FlowCheck – China	201480008988.4	2,420,319
FlowCheck – Europe	14745556.2	
HVAC Shield – US	14/857,911	9,879,810
HVAC Shield – Canada	2,998,854	
HVAC Shield – Europe	16847278.5	
HVAC Shield – China	2016800540685	
HVAC Shield – India	201827014063	
ElectroPush – US	14/994,527	9,923,354
ElectroPush - US	15/917,099	
ElectroPush China	2017800068519	
ElectroPush Europe	17739016.8	
ElectroPush India	201827029148	
Armor Lock – US	15/001,986	9,562,637

Armor Lock – US	15/386,892	9,816,656
Armor Lock – China	2016800544686	
Armor Lock – India	201827014061	
Armor Lock – Canada	2,999,473	
Armor Lock – Europe	16849367.4	
Fire Suppression – US	15/146,192	9,574,691
Fire Suppression – Canada	3023056	
Fire Suppression – China	2017800273867	
Fire Suppression – Europe	17793024.5	
Fire Suppression – India	201827043022	
Plastic Electrical Push Fitting - US	15/072,439	9,822,912
Plastic Electrical Push Fitting – India	201827038475	
Plastic Electrical Push Fitting – Canada	3,018,105	
Plastic Electrical Push Fitting – China	2017800158888	
Plastic Electrical Push Fitting - Europe	17767493.4	
ProBite Plus – Taiwan	105108556	1598528
ProBite Plus – US	15/708,888	10180202
Press Fit – China	2014800557780	2,375,955
Press Fit – China (divisional)	2016112054919	2,758,033

Press Fit – Canada	2927095	2,927,095
Press Fit – Europe	14 851 850.9	3055599
Press Fit – India	201627013929	
CPVC Fire Stop – US	15/220,446	9,671,049
CPVC Fire Stop (continuation) – US	15/612,394	9,920,866
CPVC Fire Stop – Canada	3032192	
CPVC Fire Stop – China	201780049447X	
Side Lock – US	15/341,808	9,777,873
Side Lock – PCT	PCT/US17/58954	
ProBite Plus – Canada	2950322	2,950,322
ProBite Plus – China	2016800016007	2,883,837
ProBite Plus – China (divisional)	2018101912506	
ProBite Plus – Europe	16769372.0	
PermaLock with Indicator – US	15/219,840	
PermaLock – India	201827038473	
PermaLock – Canada	3018584	
PermaLock – China	2017800200419	
PermaLock – Europe	17776422.2	
Shoe Designs for PermaLock - US	15/219,944	9,857,006
Shoe Designs for PermaLock – Canada	3032092	

Shoe Designs for PermaLock – China	2017800494573	
VeriPress XL - US	15/342,276	9,664,316
VeriPress XL – PCT	PCT/US17/58956	
Veri-Push PCT	PCT/US17/59443	
ProVolt – US	15/716,869	
ProVolt – PCT	PCT/US18/52337	
ProVolt – Taiwan	107133804	
Cable Securing Device - US	16/148,727	
Cable Securing Device – PCT	PCT/US18/53775	
Cable Securing Device – Taiwan	107135055	

3540490.1/16280-2

Schedule B

Quick Fitting, Inc.
 Granted Trademark and Pending Trademark Applications

U.S. Trademark Registrations/Pending Applications

Serial Number	Reg. Number	Word Mark
<u>87418243</u>	<u>5384150</u>	<u>ELECTROPUSH</u>
<u>86780422</u>		<u>ARMOR LOCK</u>
<u>86772367</u>		<u>PERMA FIT</u>
<u>86059543</u>	<u>5100663</u>	<u>VERIPRESS</u>
<u>86483145</u>	<u>4909842</u>	<u>LOCJAW</u>
<u>86483125</u>	<u>4909841</u>	<u>LOCJAW</u>
<u>86430706</u>	<u>4830198</u>	<u>COPPERHEAD</u>
<u>86280830</u>	<u>4754505</u>	<u>PUSH CONNECT</u>
<u>86280813</u>	<u>4702762</u>	<u>QUICK FITTING</u>
<u>86306180</u>	<u>4694927</u>	<u>PB · QUICK FITTING INC · LEAD LAW COMPLIANT</u>
<u>86284680</u>	<u>4663322</u>	<u>PROBITE</u>
<u>85543334</u>	<u>4337138</u>	<u>COPPERHEAD</u>
<u>85540926</u>	<u>4337131</u>	<u>COPPERHEAD PURE COPPER PUSH FITTINGS</u>
<u>78528500</u>	<u>3240465</u>	<u>COPRO</u>
<u>77866571</u>	<u>3891252</u>	<u>COPRO PURE</u>
<u>77866555</u>	<u>3891251</u>	<u>PUSH GRIP</u>
<u>77866166</u>	<u>3891248</u>	<u>COPRO PURE</u>
<u>77600286</u>	<u>3630854</u>	<u>OVERBUILT, NOT OVERPRICED!</u>
<u>77319866</u>	<u>3498231</u>	<u>COPRO</u>

Serial Number	Reg. Number	Word Mark
77317648	3504118	QUICK FITTING
77380809	3548049	PROBITE
77480022	3758394	PUSH CONNECT

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