

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quick Fitting, Inc.		03/31/2020	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Mueller Brass Co.		
Street Address:	150 Schilling Blvd.		
Internal Address:	Suite 100		
City:	Collierville		
State/Country:	TENNESSEE		
Postal Code:	38017		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	88467624	PERMA FIT	
Registration Number:	5384150	ELECTROPUSH	
Serial Number:	86780422	ARMOR LOCK	
Serial Number:	86772367	PERMA FIT	
Registration Number:	4909841	LOCJAW	
Registration Number:	4909842	LOCJAW	
Registration Number:	4830198	COPPERHEAD	
Registration Number:	4694927	PB · QUICK FITTING INC · LEAD LAW COMPLI	
Registration Number:	4663322	PROBITE	
Registration Number:	4702762	QUICK FITTING	
Registration Number:	4754505	PUSH CONNECT	
Registration Number:	5100663	VERIPRESS	
Registration Number:	4337138	COPPERHEAD	
Registration Number:	4337131	COPPERHEAD PURE COPPER PUSH FITTINGS	
Registration Number:	3891251	PUSH GRIP	
Registration Number:	3891252	COPRO PURE	
Registration Number:	3891248	COPRO PURE	
Registration Number:	3630854	OVERBUILT, NOT OVERPRICED!	

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Property Type	Number	Word Mark
Serial Number:	77600289	PERMA FIT
Registration Number:	3758394	PUSH CONNECT
Registration Number:	3548049	PROBITE
Registration Number:	3498231	COPRO
Registration Number:	3504118	QUICK FITTING
Registration Number:	3240465	COPRO

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Eugene Chang
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	60712.01
NAME OF SUBMITTER:	Eugene Chang
SIGNATURE:	/Eugene Chang/
DATE SIGNED:	04/03/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2020, is by QUICK FITTING, INC., a Rhode Island corporation ("Grantor"), in favor of MUELLER BRASS CO., in its capacity as Lender ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, as Borrower and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lender has agreed to make credit extensions, for the benefit of Grantor;

WHEREAS, the Lender is willing to make the credit extensions as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Lender that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Lender a continuing security interest (subject and subordinate in priority and all other respects to the security interests granted pursuant to the Existing Credit Facilities and the documents executed in connection therewith) in all of Grantor's right, title and interest in all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto, whether now owned or hereafter acquired and whether now existing or hereafter arising (collectively, the "Trademark Collateral").

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Lender with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral (subject and subordinate in priority and all other respects to the security interests granted pursuant to the Existing Credit Facilities and the documents executed in connection therewith), whether or not listed on Schedule I.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

QUICK FITTING, INC., a Rhode Island corporation,
as Grantor

By: 

Name: *Daniel Compton*

Title: *President*

ACCEPTED AND ACKNOWLEDGED BY:

MUELLER BRASS CO.,
as Lender

By: *Jeffrey A. Martin*
Name: *Jeffrey A. Martin*
Title: *VP - Finance*

Schedule I

Trademarks and Trademark Applications

<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
PERMA FIT	88467624	11-JUN-2019		
ELECTROPUSH	87418243	20-APR-2017	5384150	23-JAN-2018
ARMOR LOCK	86780422	07-OCT-2015		
PERMA FIT	86772367	29-SEP-2015		
LOCJAW	86483125	17-DEC-2014	4909841	01-MAR-2016
LOCJAW	86483145	17-DEC-2014	4909842	01-MAR-2016
COPPERHEAD	86430706	22-OCT-2014	4830198	13-OCT-2015
PB QUICK FITTING INC LEAD LAW COMPLIANT	86306180	11-JUN-2014	4694927	03-MAR-2015
PROBITE	86284680	19-MAY-2014	4663322	30-DEC-2014
QUICK FITTING	86280813	14-MAY-2014	4702762	17-MAR-2015
PUSH CONNECT	86280830	14-MAY-2014	4754505	16-JUN-2015
VERIPRESS	86059543	09-SEP-2013	5100663	13-DEC-2016
COPPERHEAD	85543334	15-FEB-2012	4337138	21-MAY-2013
COPPERHEAD PURE COPPER PUSH FITTINGS	85540926	13-FEB-2012	4337131	21-MAY-2013
PUSH GRIP	77866555	06-NOV-2009	3891251	14-DEC-2010
COPRO PURE	77866571	06-NOV-2009	3891252	14-DEC-2010
COPRO PURE	77866166	05-NOV-2009	3891248	14-DEC-2010
OVERBUILT, NOT OVERPRICED!	77600286	24-OCT-2008	3630854	02-JUN-2009
PERMA FIT	77600289	24-OCT-2008		
PUSH CONNECT	77480022	21-MAY-2008	3758394	09-MAR-2010
PROBITE	77380809	25-JAN-2008	3548049	16-DEC-2008
COPRO	77319866	02-NOV-2007	3498231	09-SEP-2008
QUICK FITTING	77317648	31-OCT-2007	3504118	23-SEP-2008

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COPRO	78528500	07-DEC-2004	3240465	08-MAY-2007
PERMA FIT	8240012	23-APR-2009	8240012	22-NOV-2009

Trademark Licenses

None.