

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615455

| | | | |
|-----------------------------------|----------------------------------------------------|------------------------------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Quick Fitting, Inc. | | 12/17/2020 | Corporation: RHODE ISLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Quick Fitting Holding Company, LLC | | |
| Street Address: | 3625 N. Hall Street | | |
| Internal Address: | Suite 900 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75219 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 24 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5384150 | ELECTROPUSH | |
| 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! | |
| Registration Number: | 3758394 | PUSH CONNECT | |
| Registration Number: | 3548049 | PROBITE | |
| Registration Number: | 3498231 | COPRO | |

OP \$615.00 5384150

| Property Type | Number | Word Mark |
|----------------------|----------|---------------|
| Registration Number: | 3504118 | QUICK FITTING |
| Registration Number: | 3240465 | COPRO |
| Serial Number: | 88467624 | PERMA FIT |
| Serial Number: | 86780422 | ARMOR LOCK |
| Serial Number: | 86772367 | PERMA FIT |
| Serial Number: | 77600289 | PERMA FIT |

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.

Email: m russell@kslaw.com
Correspondent Name: King & Spalding
Address Line 1: 1180 Peachtree Street NE
Address Line 4: atlanta, GEORGIA 30309

| | |
|---------------------------|----------------|
| NAME OF SUBMITTER: | Mark Russell |
| SIGNATURE: | /Mark Russell/ |
| DATE SIGNED: | 12/18/2020 |

Total Attachments: 5
source=Quick Fitting - Trademark Assignment (Executed)#page1.tif
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into as of December 17, 2020 by and between **Quick Fitting, Inc.**, Rhode Island corporation (“Assignor”), and **Quick Fitting Holding Company, LLC**, a Delaware limited liability company (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor owns all rights, title and interests in and to certain trademarks and service marks, including all trademarks and services marks set forth on Schedule A (collectively, “Marks”) and all registrations and applications for registration of the Marks, as well as any and all goodwill of the business in connection with which the Marks are used and symbolized by the Marks (the Marks, all such registrations and applications for registration, and all such goodwill, collectively, the “Trademarks”); and

WHEREAS, Assignee desires to acquire all of Assignor’s rights, title and interests in and to Trademarks, and Assignor desires to assign to Assignee all of Assignor’s rights, title and interests in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and Assignee hereby accepts all of Assignor’s rights, title and interests in and to the Trademarks, including the Marks and all applications and registrations identified on the attached Schedule A, and all goodwill of the business in connection with which the Marks are used and symbolized by the Marks, as well as all rights of priority in the Trademarks in any country as may now or hereafter be granted to it by law, treaty or other international conventions, any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, dilutions, or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, and any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignors if this Assignment has not been made (together, the “Assigned Rights”).

Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any official of any corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

Assignee shall have the right, at Assignee’s cost and expense, to record this Assignment with all applicable governmental authorities so as to perfect its ownership of the Assigned Rights. Assignor hereby agrees to execute and deliver to Assignee, its

successors and assigns, without further compensation, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's complete, exclusive, and worldwide ownership of all rights, title and interests in and to the Assigned Rights, including as reasonably necessary for Assignee, at its sole expense, to make any filings with the applicable governmental authority in accordance with local legal requirements.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

Each Party has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on date written above.

ASSIGNOR:

ASSIGNEE:

Quick Fitting, Inc.

Quick Fitting Holding Company, LLC

By: 

By: _____

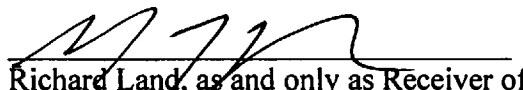
Name: Richard Land

Name: Kyle Volluz

Title: Receiver

Title: Manager

RECEIVER:



Richard Land, as and only as Receiver of Quick Fitting, Inc., and not individually

successors and assigns, without further compensation, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's complete, exclusive, and worldwide ownership of all rights, title and interests in and to the Assigned Rights, including as reasonably necessary for Assignee, at its sole expense, to make any filings with the applicable governmental authority in accordance with local legal requirements.

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Each Party has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on date written above.

ASSIGNOR:

Quick Fitting, Inc.

By: _____

Name: Richard Land

Title: Receiver

ASSIGNEE:

Quick Fitting Holding Company, LLC

By: _____ 

Name: Kyle Vollaz

Title: Manager

RECEIVER:

Richard Land, as and only as Receiver of
Quick Fitting, Inc., and not individually

Schedule A

U.S. Trademark Registrations and Applications

| Title | Application No. | Application Date | Registration No. | Registration Date |
|--------------------------------------------------|-----------------|------------------|------------------|-------------------|
| PERMA FIT | 88467624 | 11-JUN-2019 | | 23-JAN-2018 |
| ELECTROPUSH | 87418243 | 20-APR-2017 | 5384150 | |
| ARMOR LOCK | 86780422 | 07-OCT-2015 | | |
| PERMA FIT | 86772367 | 29-SEP-2015 | | 01-MAR-2016 |
| LOCJAW | 86483125 | 17-DEC-2014 | 4909841 | 01-MAR-2016 |
| LOCJAW | 86483145 | 17-DEC-2014 | 4909842 | 13-OCT-2015 |
| COPPERHEAD | 86430706 | 22-OCT-2014 | 4830198 | 03-MAR-2015 |
| PB QUICK FITTING INC LEAD LAW COMPLIANT | 86306180 | 11-JUN-2014 | 4694927 | 30-DEC-2014 |
| PROBITE | 86284680 | 19-MAY-2014 | 4663322 | 17-MAR-2015 |
| QUICK FITTING | 86280813 | 14-MAY-2014 | 4702762 | 16-JUN-2015 |
| PUSH CONNECT | 86280830 | 14-MAY-2014 | 4754505 | 13-DEC-2016 |
| VERIPRESS | 86059543 | 09-SEP-2013 | 5100663 | 21-MAY-2013 |
| COPPERHEAD | 85543334 | 15-FEB-2012 | 4337138 | 21-MAY-2013 |
| COPPERHEAD PURE COPPER PUSH FITTINGS | 85540926 | 13-FEB-2012 | 4337131 | 14-DEC-2010 |
| 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 | 02-JUN-2009 |
| OVERBUILT, NOT OVERPRICED! | 77600286 | 24-OCT-2008 | 3630854 | |
| PERMA FIT | 77600289 | 24-OCT-2008 | | 09-MAR-2010 |

| | | | | |
|---------------|----------|-------------|---------|-------------|
| PUSH CONNECT | 77480022 | 21-MAY-2008 | 3758394 | 16-DEC-2008 |
| PROBITE | 77380809 | 25-JAN-2008 | 3548049 | 09-SEP-2008 |
| COPRO | 77319866 | 02-NOV-2007 | 3498231 | 23-SEP-2008 |
| QUICK FITTING | 77317648 | 31-OCT-2007 | 3504118 | 08-MAY-2007 |
| COPRO | 78528500 | 07-DEC-2004 | 3240465 | 22-NOV-2009 |
| PERMA FIT | 8240012 | 23-APR-2009 | 8240012 | 23-JAN-2018 |