

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6367559

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
QUICK FITTING, INC.	10/22/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	PACELINE LENDING COMPANY, L.P.
<b>Street Address:</b>	3625 N. HALL STREET
<b>Internal Address:</b>	SUITE 900
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75219

**PROPERTY NUMBERS Total: 41**

Property Type	Number
Patent Number:	7862089
Patent Number:	7942161
Patent Number:	8205915
Patent Number:	8210576
Patent Number:	8398122
Patent Number:	8480134
Patent Number:	9217529
Patent Number:	8561639
Patent Number:	8567446
Patent Number:	8844981
Patent Number:	9068680
Patent Number:	10094500
Patent Number:	8888145
Patent Number:	9416897
Patent Number:	8701715
Patent Number:	8844974
Patent Number:	9115833
Patent Number:	9819165
Patent Number:	10096981

PATENT

Property Type	Number
Patent Number:	9816655
Patent Number:	9664318
Patent Number:	9322496
Patent Number:	9879810
Patent Number:	9923354
Patent Number:	10291009
Patent Number:	9562637
Patent Number:	9816656
Patent Number:	9574691
Patent Number:	10180202
Patent Number:	9671049
Patent Number:	9920866
Patent Number:	9777873
Patent Number:	9857006
Patent Number:	9664316
Patent Number:	10400929
Patent Number:	10461514
Application Number:	16395630
Application Number:	15219840
Application Number:	16398872
Application Number:	16555371
Application Number:	16667264

**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:** mrusell@kslaw.com

**Correspondent Name:** MARK RUSSELL

**Address Line 1:** 1180 PEACHTREE STREET NE

**Address Line 4:** ATLANTA, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	29995.078001
<b>NAME OF SUBMITTER:</b>	MARK RUSSELL
<b>SIGNATURE:</b>	/Mark Russell/
<b>DATE SIGNED:</b>	10/26/2020

**Total Attachments: 8**

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## PATENT SECURITY AGREEMENT

SECURITY AGREEMENT (the "Agreement"), dated as of October 22, 2020, between Quick Fitting, Inc., a Rhode Island corporation ("Debtor") in favor of Paceline Lending Company, L.P., a Delaware limited partnership (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

### SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan and Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan and Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Commercial Tort Claims" shall have the meaning provided in the UCC except it shall refer only to such claims in an amount in excess of \$10,000.00 that have been asserted in judicial proceedings.

"Loan and Security Agreement" means that certain Loan and Security Agreement between Debtor and Secured Party dated as of the date hereof, as amended and/or restated from time to time, pursuant to which the Debtor has granted a security interest to Secured Party in all of its assets.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Rhode Island.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds," in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan and Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers, conveys and grants to the Secured Party a security

interest in and mortgage upon all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

- (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan and Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan and Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to these security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan and Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party, If the Debtor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the

Collateral, the Debtor shall immediately notify secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in anyway affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan and Security Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Rhode Island, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interest hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Rhode Island.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Loan and Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan and Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Loan and Security Agreement, the terms and provisions of the Loan and Security Agreement shall control.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interest created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and shall be performed and satisfied in accordance with their respective terms.

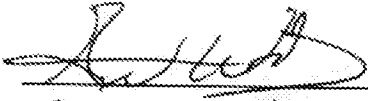
SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

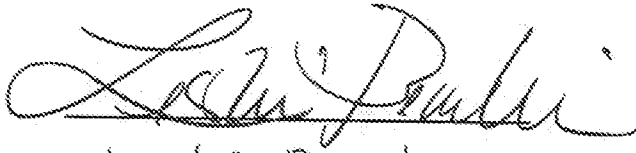
SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be made, sent or delivered in accordance with the Loan and Security Agreement.

***[Remainder of Page Intentionally Left Blank.]***

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above, under seal.

WITNESS:

  
\_\_\_\_\_  
Grant Wilbourn

  
\_\_\_\_\_  
Leslie Beaulieu

**SECURED PARTY:**

PACELINE LENDING COMPANY, L.P.

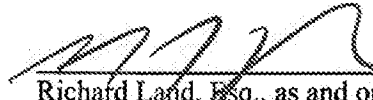
By: Redjax Foreign Partners GP, LLC,

general partner

By:   
\_\_\_\_\_

Kyle Volluz, Manager

**DEBTOR:**

  
\_\_\_\_\_  
Richard Land, Esq., as and only as  
Permanent Receiver for Quick Fitting, Inc.  
And Not individually

SCHEDULE A

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**PATENT**  
**REEL: 054163 FRAME: 0762**



SCHEDULE A

TO THE PATENT SECURITY AGREEMENT

DEBTOR: Quick Fitting, Inc.

**Issued U.S. Patents of Debtor**

	<b>Title</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
1.	Piping Joint Assembly System and Method	11/807,072	7,862,089	25-May-07	4-Jan-11
2.	Push-Fit Valve with Integrated Mounting Assembly	12/205,719	7,942,161	5-Sep-08	17-May-11
3.	Piping Joint Assembly System and Method	13/246,562	8,205,915	27-Sep-11	26-Jun-12
4.	Piping Joint Assembly System and Method	12/981,855	8,210,576	30-Dec-10	3-Jul-12
5.	Push Connect Joint Assembly System and Method	13/246,597	8,398,122	27-Sep-11	19-Mar-13
6.	Piping Joint Assembly System and Method with Sealing Ring Stabilizer	13/490,653	8,480,134	7-Jun-12	9-Jul-13
7.	Push-to-Connect Joint Assembly, Device and Method (Dual Seal continuation)	13/756,789	9,217,529	1-Feb-13	22-Dec-15
8.	Flow Check Valve Assembly and Method (with spring)	13/756,658	8,561,639	1-Feb-13	22-Oct-13
9.	Flow Check Valve Assembly and Method (with gland)	13/756,716	8,567,446	1-Feb-13	29-Oct-13
10.	Low force device	13/911,543	8,844,981	6-Jun-13	30-Sep-14

11.	QuickLock #1 (tamper resistant)	14/291,509	9,068,680	30-May-14	30-Jun-15
12.	QuickLock #2 (tamper resistant)	14/291,740	10,094,500	30-May-14	9-Oct-18
13.	Press Fit Device (nonprovisional)	14/061,234	8,888,145	23-Oct-13	18-Nov-14
14.	Press Fit Device (continuation)	14/516,749	9,416,897	17-Oct-14	16-Aug-16
15.	Flow Check Valve with Gland (continuation)	14/062,025	8,701,715	24-Oct-13	22-Apr-14
16.	Cross Platform Release Tool #1	14/144,925	8,844,974	31-Dec-13	30-Sep-14
17.	Cross Platform Release Tool #2	14/467,375	9,115,833	25-Aug-14	25-Aug-15
18.	Box Connector Device	14/806,828	9,819,165	23-Jul-15	14-Nov-17
19.	Box Connector – US continuation	15/810,217	10,096,981	13-Nov-17	9-Oct-18
20.	Locking Rotation Fitting (including Fire Suppression application)	14/564,714	9,816,655	9-Dec-14	14-Nov-17
21.	Telescoping Push Fit	14/585,808	9,664,318	30-Dec-14	30-May-17
22.	ProBite Plus Clip Device and Assembly	14/664,121	9,322,496	20-Mar-15	26-Apr-16
23.	HVAC Shield	14/857,911	9,879,810	18-Sep-15	30-Jan-18
24.	Electro Push	14/994,527	9,923,354	13-Jan-16	20-Mar-18
25.	ElectroPush US CON	15/917,099	10,291,009	9-Mar-18	14-May-19
26.	Armor Lock – non- provisional	15/001,986	9,562,637	20-Jan-16	7-Feb-17
27.	Armor Lock –CON	15/386,892	9,816,656	21-Dec-16	14 Nov. 2017
28.	Fire Suppression	15/146,192	9,574,691	4-May-16	21-Feb-17
29.	ProBite Plus – CON of PCT	15/708,888	10,180,202	19-Sep-17	19-Jan-19
30.	CPVC Fire Stop	15/220,446	9,671,049	27-Jul-16	6-Jun-17
31.	CPVC Fire Stop (continuation)	15/612,394	9,920,866	2-Jun-17	20-Mar-18
32.	Side Lock	15/341,808	9,777,873	2-Nov-1	3-Oct-17
33.	Shoe Designs for Perma Lock (fire suppression)	15/219,944	9,857,006	26-Jul-16	2-Jan-18
34.	VeriPress XL	15/342,276	9,664,316	3-Nov-16	30-May-17

35.	ProVolt (tapered internal core)	15/716,869	10,400,929	27-Sep-17	3-Sep-19
36.	Cable Securing Device – SimPull	16/148,727	10,461,514	1-Oct-18	29-Oct-19

**Pending U.S. Patent Applications of Debtor:**

	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>
1.	ElectroPush – US CON (2)	16/395,630	26-Apr-19
2.	PermaLock with Indicator – US non-provisional	15/219,840	26-Jul-16
3.	Veri-Push – US national phase	16/398,872	30-Apr-19
4.	ProVolt (US CON)	16/555,371	29-Aug-19
5.	Cable Securing Device CON	16/667,264	29-Oct-19
6.	Cable Securing Device	US16/667,264	20-Oct-19