

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Brass & Aluminum Foundry Company		08/16/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Watertite Products, Inc.		
Street Address:	455 West Victoria Street		
City:	Compton		
State/Country:	CALIFORNIA		
Postal Code:	90220		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1871200	AB & A	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	kellie.weilbrenner@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Sharon Lee, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	694040/0001		
NAME OF SUBMITTER:	Sharon H. Lee		
Signature:	/Sharon H. Lee/		

CH \$40.00 1871200

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**TRADEMARK
 REEL: 004268 FRAME: 0682**

Date:

08/27/2010

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of this 16th day of August, 2010, by and among American Brass & Aluminum Foundry Company, a California corporation, having a principal place of business at 2060 Garfield Avenue, Commerce, California ("Assignor") and Watertite Products, Inc., a California corporation, having a principal place of business at 455 West Victoria Street, Compton, California ("Assignee"). Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement, dated as of August 16, 2010 (the "Purchase Agreement"), by and among Assignor, Assignee and Robert Oropallo and Anthony Oropallo, Jr. (the "Principal Shareholders")

WHEREAS, Assignor, Assignee and the Principal Shareholders have entered into the Purchase Agreement, pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee the Seller Intellectual Property, and Assignee has agreed to purchase and accept from Assignor the Seller Intellectual Property; and

WHEREAS, this Assignment is being delivered pursuant to the Purchase Agreement;

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

1. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all of its right, title and interest throughout the world in, to and under the Seller Intellectual Property, including without limitation the Patents listed on the Attachment hereto, and the inventions claimed therein and all renewals thereof, and the Trademark listed on the Attachment hereto, and all applications, registrations and renewals thereof, together with all rights to sue and collect for any past, present or future infringements or other violations of the foregoing (collectively, the "Assigned IP"), the Assigned IP to be held and enjoyed hereinafter by Assignee for its own use and by Assignee's successors and assigns for their respective uses.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications to issue all letters patent for the inventions in the Assigned IP to Assignee, and its successors and assigns, in accordance with the terms of this Assignment.

3. Assignor hereby consents that a copy of this Assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document that may be required in any country or region for any purpose and more particularly in proof of the right of Assignee, and its successors, assigns and other representatives, to claim the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. Assignor shall provide to Assignee, and its successors, assigns and other representatives, prompt cooperation and assistance as may be necessary or appropriate (a) to effectuate the purposes of this Assignment (including without limitation by executing,

acknowledging and delivering affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documentation to perfect the right, title and interest of Assignee, and its successors and assigns, in, to and under the Assigned IP), (b) preparing and prosecuting any applications relating to the Assigned IP, and (c) bringing or defending against any infringement suit or other proceeding that may arise in connection with the Assigned IP. If Assignee, or its successors or assigns, after using reasonable efforts, is unable for any reason to secure such cooperation and assistance from Assignor, including without limitation Assignor's execution of any document necessary or appropriate for any of the foregoing purposes, Assignor hereby irrevocably designates and appoints Assignee, and its successors, assigns and other representatives, to act for Assignor and on Assignor's behalf to execute and file any such document and to do all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed or otherwise done by Assignor.

5. This Assignment, together with the Purchase Agreement, constitutes the entire agreement and supersedes each prior agreement and understanding, whether written or oral between the parties hereto regarding the subject matter of this Assignment. The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of this Assignment shall govern.

6. This Assignment shall be governed by the laws of the State of California, its rules of conflict of laws notwithstanding. The parties hereby agree and consent to be subject to the exclusive jurisdiction of the United States District Court for the Central District of California and, in the event such court does not have subject matter jurisdiction, to the exclusive jurisdiction of the state court sitting in such district in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby. Each party hereto hereby irrevocably waives, to the fullest extent permitted by law, (a) any objection that it may now or hereafter have to laying venue of any suit, action or proceeding brought in such courts and (b) any claim that any suit, action or proceeding brought in such courts has been brought in an inconvenient forum. Each party hereby irrevocably consents to the service of any and all process in any such suit, action or proceeding by the delivery of such process to such party at the address and in the manner provided in Section 9.1 of the Purchase Agreement.

7. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Assignment, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties.

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

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

AMERICAN BRASS & ALUMINUM FOUNDRY COMPANY

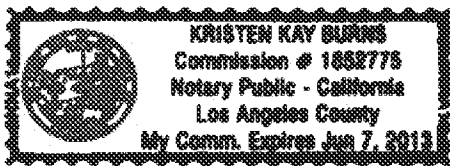


ANTHONY OROPALLO, JR., President

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 16TH day of August, before me Kristen Kay Burns, there personally appeared ANTHONY OROPALLO, JR. in his capacity as president of American Brass & Aluminum Foundry Company, a California corporation, proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing Assignment and acknowledged to me that he signed the foregoing Assignment in his authorized capacity and as his voluntary act and deed, and that by his signature on the foregoing Assignment, the person, or the entity upon behalf of which the person acted, executed the foregoing Assignment for the uses and purposes therein set forth.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal,

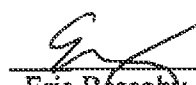


Notary Public

Commission expires June 7, 2013

ASSIGNEE

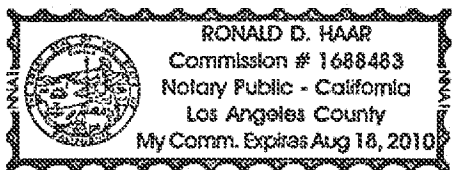
WATERTITE PRODUCTS, INC.

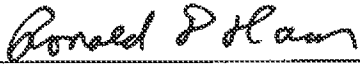
By: 
 Name: Eric Bescoby
 Title: Chief Executive Officer

STATE OF California)
) SS.
 COUNTY OF Los Angeles)

On this 16 day of August, 2010, before me Ronald D Haar, Notary Public, there personally appeared Eric Bescoby in his capacity as Chief Executive Officer of Watertite Products, Inc., a California corporation, proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing Assignment and acknowledged to me that he signed the foregoing Assignment in his authorized capacity and as his voluntary act and deed, and that by his signature on the foregoing Assignment, the person, or the entity upon behalf of which the person acted, executed the foregoing Assignment for the uses and purposes therein set forth.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal,

 Notary Public
 Commission expires August 18, 2010

ATTACHMENT

Trademark

Jurisdiction	Mark	Reg. No. (App. No.)	Reg. Date (App. No.)
United States	AB & A (Stylized Letters)	1,871,200	1/3/1995

Patents

Jurisdiction	Title	Patent No. (App. No.)	Issue Date (App. No.)
United States	Plumbing fitting cover cap retention system	6618875	9/16/2003
United States	Plumbing fitting cover cap retention system	6622317	9/23/2003
United States	Plumbing fitting cover cap retention	7017199	3/28/2006
United States	Test cap unit for sealed fitting	5273077	12/28/1993
United States	Pressure testing of tubular fitting installed to a ported wall	5257648	11/2/1993
Canada	Plumbing fitting cover cap retention	2389188	4/27/2010
Canada	Plumbing fitting cover cap retention	(2695576)	(6/6/2002)
United States		(61/396,576)	(5/28/2010)