

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ABL Notice And Confirmation Of Grant of Security Interest In Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Allied Tube & Conduit Corporation		12/22/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	UBS AG Stamford Branch
<b>Street Address:</b>	677 Washington Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	CORPORATION: SWITZERLAND

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Serial Number:	73378127	50 55
Serial Number:	77427919	60/75
Serial Number:	77320979	ABF
Serial Number:	75691810	AICKINGRATE
Serial Number:	74000932	AICKINSTRUT
Serial Number:	73489964	
Serial Number:	77111074	ALLIED TUBE & CONDUIT
Serial Number:	74294039	BLT
Serial Number:	75761834	CAT TRAY
Serial Number:	75690894	CENTIPEDE
Serial Number:	77879408	COPE
Serial Number:	77879409	COPE
Serial Number:	75788947	DETAINER HOOK
Serial Number:	74085583	DYNA-FLOW

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Serial Number:	74160560	DYNA-THREAD
Serial Number:	73790786	E-Z PULL
Serial Number:	74665513	FABLOK
Serial Number:	78226542	FIRE ALARM
Serial Number:	78900348	FLO 90
Serial Number:	72285181	FLO-COAT
Serial Number:	77088064	FLO-FORM
Serial Number:	73522625	GATORSHIELD
Serial Number:	73528737	GATORSHIELD
Serial Number:	73582757	INSTABARRIER
Serial Number:	75536075	KWIK-COUPLE
Serial Number:	76422464	KWIK-FIT
Serial Number:	73433077	MAZE
Serial Number:	72361957	PAL JOEY
Serial Number:	73527529	POWER-STRUT
Serial Number:	77228132	QWIK-COAT
Serial Number:	73630384	QWIK-PUNCH
Serial Number:	73040056	RAZOR-RIBBON
Serial Number:	78931472	RAZOR STRAND
Serial Number:	73693161	SILENT SWORDSMAN
Serial Number:	73601050	SQUARE-FIT
Serial Number:	77088141	SS 15
Serial Number:	73123531	SS 20
Serial Number:	78784563	SS 30
Serial Number:	77007268	SS 40
Serial Number:	78961656	STUDCO
Serial Number:	74295655	SUPER 40
Serial Number:	74242921	SUPER FLO
Serial Number:	74650382	TECTRON
Serial Number:	77743858	T TECTRONTUBE
Serial Number:	77112619	
Serial Number:	72343890	TOPGRIP NUT
Serial Number:	76526337	XL

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 004437 FRAME: 0212**

Fax Number: (212)735-2000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3468  
Email: ssankar@skadden.com, smarquez@skadden.com  
Correspondent Name: Shivram K. Sankar  
Address Line 1: Four Times Square  
Address Line 2: Skadden, Arps, Slate, Meagher & Flom LLP  
Address Line 4: New York, NEW YORK 10036-6522

ATTORNEY DOCKET NUMBER:	698510/229
NAME OF SUBMITTER:	Shivram Sankar
Signature:	/Shivram Sankar/
Date:	12/23/2010

**Total Attachments: 6**

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ABL NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 22, 2010, made by Allied Tube & Conduit Corporation, a Delaware corporation having a principal place of business at 16100 S. Lathrop Avenue, Harvey, Illinois, 60426 (the "Grantor"), in favor of UBS AG Stamford Branch, as Collateral Agent (the "Agent"), for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Parent Borrower, the Administrative Agent, the Collateral Agent, the Co-Collateral Agent and the other parties thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "ABL Collateral Agreement");

WHEREAS, pursuant to the ABL Collateral Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a second priority security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in order to induce the Lenders to make their respective extensions of credit to Borrowers under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the ABL Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, pursuant to the ABL Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a second priority security

interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a second priority security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the ABL Collateral Agreement. To the extent that there is any conflict between this Agreement and the ABL Collateral Agreement, the ABL Collateral Agreement shall control in all respects. The ABL Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the second priority security interest in the Trademarks are more fully set forth in the Credit Agreement and the ABL Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


SECTION 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALLIED TUBE & CONDUIT  
CORPORATION

By:  \_\_\_\_\_  
Name: John S. Jenkins, Jr.  
Title: Vice President

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in  
Trademarks]

TRADEMARK  
REEL: 004437 FRAME: 0216

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: Mary E. Evans  
Name: Mary E. Evans  
Title: Associate Director  
Banking Products  
Services US

By: R. Otsa  
Name: R. Otsa  
Title: Associate Director  
Banking Products  
Services US

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in  
Trademarks]

TRADEMARK  
REEL: 004437 FRAME: 0217

SCHEDULE I

Trademark	Status	App. No.	Reg. Date	Reg. No.	Reg. Date	Renewal
50 55 Stylized	Registered	73378127	04-Aug-82	1304677	13-Nov-84	13-Nov-14
60/75	Registered	77427919	20-Mar-08	3625519	26-May-09	26-May-19
ABF	Registered	77320979	05-Nov-07	3645509	30-Jun-09	30-Jun-19
AICKINGRATE	Registered	75691810	26-Apr-99	2472146	24-Jul-01	24-Jul-11
AICKINSTRUT	Registered	74000932	16-Nov-89	1606445	17-Jul-90	17-Jul-20
Allied Circle-Triangle Logo	Registered	73489964	16-Jul-84	1350298	23-Jul-85	23-Jul-15
ALLIED TUBE & CONDUIT	Registered	77111074	20-Feb-07	3394192	11-Mar-08	11-Mar-18
BLT	Registered	74294039	14-Jul-92	1755162	02-Mar-93	02-Mar-13
CAT TRAY	Registered	75761834	27-Jul-99	2485930	04-Sep-01	04-Sep-11
CENTIPEDE	Registered	75690894	26-Apr-99	2460247	12-Jun-01	12-Jun-11
COPE	Registered	77879408	24-Nov-09	3817525	13-Jul-10	13-Jul-20
COPE	Registered	77879409	24-Nov-09	3817526	13-Jul-10	13-Jul-20
DETAINER HOOK	Registered	75788947	31-Aug-99	2410372	05-Dec-00	05-Dec-20
DYNA-FLOW	Registered	74085583	06-Aug-90	1681099	31-Mar-92	31-Mar-12
DYNA-THREAD	Registered	74160560	25-Apr-91	1688940	26-May-92	26-May-12
E-Z PULL	Registered	73790786	03-Apr-89	1657191	17-Sep-91	17-Sep-11
FABLOK	Registered	74665513	25-Apr-95	2089626	19-Aug-97	19-Aug-17
FIRE ALARM	Registered	78226542	17-Mar-03	2887776	21-Sep-04	21-Sep-14
FLO 90	Registered	78900348	05-Jun-06	3307052	09-Oct-07	09-Oct-17
FLO-COAT	Registered	72285181	20-Nov-67	862614	31-Dec-68	31-Dec-18
FLO-FORM	Registered	77088064	22-Jan-07	3301319	02-Oct-07	02-Oct-17
GATORSHIELD	Registered	73522625	19-Feb-85	1378808	21-Jan-86	21-Jan-16
GATORSHIELD and Design	Registered	73528737	25-Mar-85	1398231	24-Jun-86	24-Jun-16
INSTABARRIER	Registered	73582757	14-Feb-86	1411050	30-Sep-86	30-Sep-16
KWIK-COUPLE	Registered	75536075	17-Aug-98	2537549	12-Feb-02	12-Feb-12
KWIK-FIT	Registered	76422464	18-Jun-02	2749843	12-Aug-03	12-Aug-13
MAZE	Registered	73433077	05-Jul-83	1291828	28-Aug-84	28-Aug-14
PAL JOEY	Registered	72361957	08-Jun-70	0934686	23-May-72	23-May-12
POWER-STRUT	Registered	73527529	18-Mar-85	1370880	19-Nov-85	19-Nov-15
QWIK-COAT	Registered	77228132	12-Jul-07	3381584	12-Feb-08	12-Feb-18
QWIK-PUNCH	Registered	73630384	04-Nov-86	1465136	17-Nov-87	17-Nov-17
RAZOR-RIBBON	Registered	73040056	20-Dec-74	1035183	09-Mar-76	09-Mar-16
RAZOR-STRAND	Registered	78931472	18-Jul-06	3273079	31-Jul-07	31-Jul-17
SILENT SWORDSMAN	Registered	73693161	02-Nov-87	1565430	14-Nov-89	14-Nov-19
SQUARE-FIT	Registered	73601050	27-May-86	1436068	07-Apr-87	07-Apr-17
SS 15	Registered	77088141	22-Jan-07	3397277	18-Mar-08	18-Mar-18
SS 20	Registered	73123531	21-Apr-77	1079686	20-Dec-77	20-Dec-17



SS 30	Registered	78784563	04-Jan-06	3180539	05-Dec-06	05-Dec-16
SS 40	Registered	77007268	26-Sep-06	3350772	11-Dec-07	11-Dec-17
STUDCO	Registered	78961656	28-Aug-06	3339996	20-Nov-07	20-Nov-17
SUPER 40	Registered	74295655	20-Jul-92	1760997	30-Mar-93	30-Mar-13
SUPER FLO	Registered	74242921	03-Feb-92	1959487	05-Mar-96	05-Mar-16
TECTRON	Registered	74650382	22-Mar-95	2089604	19-Aug-97	19-Aug-17
TECTRON TUBE & design	Registered	77743858	25-May-09	3725505	15-Dec-09	15-Dec-19
THE ANGLED LINE Logo	Registered	77112619	21-Feb-07	3505917	23-Sep-08	23-Sep-18
TOPGRIP NUT	Registered	72343890	18-Nov-69	904149	15-Dec-70	15-Dec-20
XL	Registered	76526337	27-Jun-03	2844584	25-May-04	25-May-14

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