

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Note 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

Name:	Wilmington Trust FSB
Street Address:	246 Goose Lane
Internal Address:	Suite 105
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
Entity Type:	federally chartered savings bank: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	1304677	50 55
Registration Number:	3625519	60/75
Registration Number:	3645509	ABF
Registration Number:	2472146	AICKINGRATE
Registration Number:	1606445	AICKINSTRUT
Registration Number:	1350298	
Registration Number:	3394192	ALLIED TUBE & CONDUIT
Registration Number:	1755162	BLT
Registration Number:	2485930	CAT TRAY
Registration Number:	2460247	CENTIPEDE
Registration Number:	3817525	COPE
Registration Number:	3817526	COPE
Registration Number:	2410372	DETAINER HOOK

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Registration Number:	1681099	DYNA-FLOW
Registration Number:	1688940	DYNA-THREAD
Registration Number:	1657191	E-Z PULL
Registration Number:	2089626	FABLOK
Registration Number:	2887776	FIRE ALARM
Registration Number:	3307052	FLO 90
Registration Number:	862614	FLO-COAT
Registration Number:	3301319	FLO-FORM
Registration Number:	1378808	GATORSHIELD
Registration Number:	1398231	GATORSHIELD
Registration Number:	1411050	INSTABARRIER
Registration Number:	2537549	KWIK-COUPLE
Registration Number:	2749843	KWIK-FIT
Registration Number:	1291828	MAZE
Registration Number:	0934686	PAL JOEY
Registration Number:	1370880	POWER-STRUT
Registration Number:	3381584	QWIK-COAT
Registration Number:	1465136	QWIK-PUNCH
Registration Number:	1035183	RAZOR-RIBBON
Registration Number:	3273079	RAZOR STRAND
Registration Number:	1565430	SILENT SWORDSMAN
Registration Number:	1436068	SQUARE-FIT
Registration Number:	3397277	SS 15
Registration Number:	1079686	SS 20
Registration Number:	3180539	SS 30
Registration Number:	3350772	SS 40
Registration Number:	3339996	STUDCO
Registration Number:	1760997	SUPER 40
Registration Number:	1959487	SUPER FLO
Registration Number:	2089604	TECTRON
Registration Number:	3725505	T TECTRONTUBE
Registration Number:	3505917	
Registration Number:	904149	TOPGRIP NUT
Registration Number:	2844584	XL

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Steven Keslowitz, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	15555-1326
NAME OF SUBMITTER:	Steven Keslowitz
Signature:	/Steven Keslowitz/
Date:	12/29/2010

Total Attachments: 6

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NOTE NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 22, 2010, is 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 WILMINGTON TRUST FSB, as Collateral Agent (the "Agent"), under certain of the Note Documents for the Secured Parties.

WHEREAS, pursuant to that certain Indenture, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, (the "Indenture") among the Company, the Note Guarantors, the Trustee and Agent, the Company has agreed to issue secured notes upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Collateral Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time (the "Note Collateral Agreement"), among the Company, certain of their subsidiaries and the Agent, the Company and such subsidiaries have granted to the Agent for the benefit of the Secured Parties a first 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 consideration of the premises and to induce the Trustee to enter into the Indenture and to induce the Holders to purchase the Notes, the Grantor agrees, with the Agent, 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 Indenture and the Note 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 the Grantor in the ordinary course of its business, pursuant to the Note Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a first 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 first priority security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Note Collateral Agreement. To the extent that there is any conflict between this Agreement and the Note Collateral Agreement, the Note Collateral Agreement shall control in all respects. The Note Collateral Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Indenture and the Note 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.**

* * *

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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

WILMINGTON TRUST FSB,
as Agent

By: _____

Name:

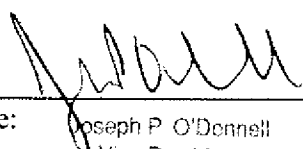
Title:

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:
Title:

WILMINGTON TRUST FSB,
as Agent

By:  _____
Name: Joseph P. O'Donnell
Title: Vice President

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

TRADEMARK
REEL: 004439 FRAME: 0668

SCHEDULE I

Trademark	Status	App. No.	File 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
DETAINDER 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

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal</u>
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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RECORDED: 12/29/2010

TRADEMARK
REEL: 004439 FRAME: 0670