

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLIED TUBE & CONDUIT CORPORATION		04/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG, NEW YORK BRANCH
Street Address:	609 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	foreign banking corporation: GERMANY

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	1304677	50 55
Registration Number:	3625519	60/75
Registration Number:	4339136	A ATKORE INTERNATIONAL
Registration Number:	3645509	ABF
Registration Number:	1606445	AICKINSTRUT
Registration Number:	1350298	
Registration Number:	3394192	ALLIED TUBE & CONDUIT
Registration Number:	4339130	ATKORE INTERNATIONAL
Registration Number:	4339129	ATKORE INTERNATIONAL
Registration Number:	4158520	ATKORE INTERNATIONAL
Registration Number:	4158519	ATKORE INTERNATIONAL
Registration Number:	4158518	ATKORE INTERNATIONAL
Registration Number:	4064569	ATKORE INTERNATIONAL
Registration Number:	1755162	BLT
Registration Number:	2460247	CENTIPEDE
Registration Number:	3817525	COPE
Registration Number:	3817526	COPE
Registration Number:	2410372	DETAINER HOOK
Registration Number:	1681099	DYNA-FLOW

TRADEMARK

Property Type	Number	Word Mark
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:	4013598	M-COAT
Registration Number:	1291828	MAZE
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
Serial Number:	86018646	ATKORE INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000

TRADEMARK

REEL: 005260 FRAME: 0731

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:	24079-1205
NAME OF SUBMITTER:	Steven Keslowitz
SIGNATURE:	/Steen Keslowitz/
DATE SIGNED:	04/15/2014

Total Attachments: 6

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement") dated as of April 9, 2014, 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 DEUTSCHE BANK AG, NEW YORK BRANCH, having a principal place of business at 609 Fifth Avenue, New York, NY 10017, as Collateral Agent (the "Agent") for itself and the banks and other financial institutions (the "Lenders"), from time to time parties to the Second Lien Credit Agreement, dated as of April 9, 2014 (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 "Credit Agreement"), among Borrower, the Collateral Agent, the Administrative 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 Second Lien 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 "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a 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, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to Borrower 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, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the 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 Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a 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 the Borrower, 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 security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement, the terms and conditions of which are incorporated herein by reference. To the extent that there is any conflict between this Agreement and the Collateral Agreement, the Collateral Agreement shall control in all respects. The 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 security interest in the Trademarks are more fully set forth in the Credit Agreement and the Collateral Agreement, and are incorporated herein by reference.

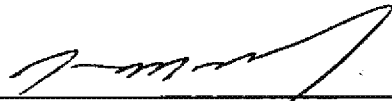
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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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: James A. Mallak
Title: Vice President and
Chief Financial Officer

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Agent

By: 

Name:

Title:

Marcus M. Tarlington
Director

By: 

Name:

Title:

Michael Shannon
Vice President

SCHEDULE I

Trademark Registrations & Applications

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
50 55 Stylized	Registered	73378127	04-Aug-82	1304677	13-Nov-84
60/75	Registered	77427919	20-Mar-08	3625519	26-May-09
A ATKORE INTERNATIONAL & design	Registered	85172192	09-Nov-10	4339136	21-May-13
ABF	Registered	77320979	05-Nov-07	3645509	30-Jun-09
AICKINSTRUT	Registered	74000932	16-Nov-89	1606445	17-Jul-90
Allied Circle-Triangle Logo	Registered	73489964	16-Jul-84	1350298	23-Jul-85
ALLIED TUBE & CONDUIT	Registered	77111074	20-Feb-07	3394192	11-Mar-08
ATKORE INTERNATIONAL	Pending	86018646	24-Jul-2013		
ATKORE INTERNATIONAL	Registered	85158927	22-Oct-10	4339130	21-May-13
ATKORE INTERNATIONAL	Registered	85158919	22-Oct-10	4339129	21-May-13
ATKORE INTERNATIONAL	Registered	85158914	22-Oct-10	4158520	12-Jun-12
ATKORE INTERNATIONAL	Registered	85158906	22-Oct-10	4158519	12-Jun-12
ATKORE INTERNATIONAL	Registered	85158885	22-Oct-10	4158518	12-Jun-12
ATKORE INTERNATIONAL	Registered	85158898	22-Oct-10	4064569	29-Nov-11
BLT	Registered	74294039	14-Jul-92	1755162	02-Mar-93
CENTIPEDE	Registered	75690894	26-Apr-99	2460247	12-Jun-01
COPE	Registered	77879408	24-Nov-09	3817525	13-Jul-10
COPE	Registered	77879409	24-Nov-09	3817526	13-Jul-10
DETAINER HOOK	Registered	75788947	31-Aug-99	2410372	05-Dec-00
DYNA-FLOW	Registered	74085583	06-Aug-90	1681099	31-Mar-92
DYNA-THREAD	Registered	74160560	25-Apr-91	1688940	26-May-92
E-Z PULL	Registered	73790786	03-Apr-89	1657191	17-Sep-91
FABLOK	Registered	74665513	25-Apr-95	2089626	19-Aug-97
FIRE ALARM	Registered	78226542	17-Mar-03	2887776	21-Sep-04
FLO 90	Registered	78900348	05-Jun-06	3307052	09-Oct-07
FLO-COAT	Registered	72285181	20-Nov-67	862614	31-Dec-68
FLO-FORM	Registered	77088064	22-Jan-07	3301319	02-Oct-07
GATORSHIELD	Registered	73522625	19-Feb-85	1378808	21-Jan-86
GATORSHIELD and Design	Registered	73528737	25-Mar-85	1398231	24-Jun-86
INSTABARRIER	Registered	73582757	14-Feb-86	1411050	30-Sep-86
KWIK-COUPLE	Registered	75536075	17-Aug-98	2537549	12-Feb-02
KWIK-FIT	Registered	76422464	18-Jun-02	2749843	12-Aug-03
M-COAT	Registered	85060897	11-Jun-10	4013598	16-Aug-11
MAZE	Registered	73433077	05-Jul-83	1291828	28-Aug-84
POWER-STRUT	Registered	73527529	18-Mar-85	1370880	19-Nov-85
QWIK-COAT	Registered	77228132	12-Jul-07	3381584	12-Feb-08
QWIK-PUNCH	Registered	73630384	14-Nov-86	1465136	17-Nov-87
RAZOR-RIBBON	Registered	73040056	20-Dec-74	1035183	09-Mar-76
RAZOR-STRAND	Registered	78931472	18-Jul-06	3273079	31-Jul-07

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SILENT SWORDSMAN	Registered	73693161	02-Nov-87	1565430	14-Nov-89
SQUARE-FIT	Registered	73601050	27-May-86	1436068	07-Apr-87
SS 15	Registered	77088141	22-Jan-07	3397277	18-Mar-08
SS 20	Registered	73123531	21-Apr-77	1079686	20-Dec-77
SS 30	Registered	78784563	04-Jan-06	3180539	05-Dec-06
SS 40	Registered	77007268	26-Sep-06	3350772	11-Dec-07
STUDCO	Registered	78961656	28-Aug-06	3339996	20-Nov-07
SUPER 40	Registered	74295655	20-Jul-92	1760997	30-Mar-93
SUPER FLO	Registered	74242921	03-Feb-92	1959487	05-Mar-96
TECTRON	Registered	74650382	22-Mar-95	2089604	19-Aug-97
TECTRON TUBE & design	Registered	77743858	25-May-09	3725505	15-Dec-09
THE ANGLED LINE Logo	Registered	77112619	21-Feb-07	3505917	23-Sep-08
TOPGRIP NUT	Registered	72343890	18-Nov-69	904149	15-Dec-70
XL	Registered	76526337	27-Jun-03	2844584	25-May-04