

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Unistrut International Corporation		12/22/2010	CORPORATION: NEVADA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78789147	CUT-N-STRUT
Serial Number:	72285597	
Serial Number:	72053067	MR. STRUT
Serial Number:	75583154	N-1000
Serial Number:	73314979	P1000
Serial Number:	73696046	ROOFWALKS
Serial Number:	73579378	TELESPAR
Serial Number:	74649227	TELESTRUT
Serial Number:	72308333	UNI-CLIP
Serial Number:	73255294	UNI-CUSHION
Serial Number:	77189472	UNIPIER
Serial Number:	77191680	UNIPIER
Serial Number:	72200395	UNISTRUT
Serial Number:	72200397	UNISTRUT

CH \$440.00 78789147

Serial Number:	72200396	UNISTRUT
Serial Number:	71624800	UNISTRUT
Serial Number:	76159922	UNITED INTERLOCK

CORRESPONDENCE DATA

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: 5

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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 Unistrut International Corporation, a Nevada corporation having a principal place of business at 4205 Elizabeth Street, Wayne, Michigan 48184 (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.**

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[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.

UNISTRUT INTERNATIONAL
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: 004440 FRAME: 0543

UBS AG, STAMFORD BRANCH,
as Collateral Agent

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

By: J. R. Otsa
Name: J. 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: 004440 FRAME: 0544

SCHEDULE I

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date	Renewal
CUT-N-STRUT	Registered	78789147	11-Jan-06	3320948	23-Oct-07	23-Oct-17
MR. STRUT Design (no words)	Registered	72285597	24-Nov-67	862747	31-Dec-68	31-Dec-18
MR. STRUT (words only)	Registered	72053067	06-Jun-58	688160	17-Nov-59	17-Nov-19
N-1000	Registered	75583154	05-Nov-98	2376739	15-Aug-00	15-Aug-20
P1000	Registered	73314979	15-Jan-81	1274104	17-Apr-84	17-Apr-14
ROOFWALKS	Registered	73696046	17-Nov-87	1496545	19-Jul-88	19-Jul-18
TELESPAR	Registered	73579378	22-Jan-86	1438940	12-May-87	12-May-17
TELESTRUT	Registered	74649227	20-Mar-95	1953363	30-Jan-96	23-Jan-16
UNI-CLIP	Registered	72308333	26-Sep-68	881999	09-Dec-69	09-Dec-19
UNI-CUSHION	Registered	73255294	24-Mar-80	1172255	06-Oct-81	06-Oct-11
UNIPIER	Registered	77189472	24-May-07	3434445	27-May-08	27-May-18
UNIPIER and Design	Registered	77191680	29-May-07	3434453	27-May-08	27-May-18
UNISTRUT	Registered	72200395	21-Aug-64	793173	27-Jul-65	27-Jul-15
UNISTRUT	Registered	72200397	21-Aug-64	802145	18-Jan-66	18-Jan-16
UNISTRUT	Registered	72200396	21-Aug-64	793185	27-Jul-65	27-Jul-15
UNISTRUT	Registered	71624800	11-Feb-52	591532	22-Jun-54	22-Jun-14
UNITED INTERLOCK	Registered	76159922	06-Nov-00	2608939	20-Aug-02	20-Aug-12

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