

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
EP LENDERS II		10/11/2013	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	ATKORE PLASTIC PIPE CORPORATION		
Street Address:	16100 South Lathrop Avenue		
Internal Address:	c/o Atkore International, Inc.		
City:	Harvey		
State/Country:	ILLINOIS		
Postal Code:	60426		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3677382	RIDGELINE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-701-8944		
Email:	ptierney@mayerbrown.com, ipdocket@mayerbrown.com		
Correspondent Name:	Patrick Tierney		
Address Line 1:	PO Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	13424818		
NAME OF SUBMITTER:	Patrick Tierney		
Signature:	/PT/		

CH \$40.00 3677382

Date:

10/22/2013

Total Attachments: 5

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Acquired Intellectual Property Assignment

This Intellectual Property Assignment (this "Assignment") is made as of October 11, 2013, by and between EP Lenders II, an Oregon limited liability company ("Seller"), and Atkore Plastic Pipe Corporation, a Delaware corporation ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (defined below).

WHEREAS, Seller, Buyer, the Members and the Seller Representative are parties to that certain Asset Purchase Agreement, dated as of October 4, 2013 (as the same may be amended from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which, and subject to the terms and conditions set forth therein, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all of Seller's right, title and interest in and to, the Acquired Assets including the Acquired Intellectual Property, in each case free and clear of any and all Liens.

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

1. Assignment of Acquired Intellectual Property. On the terms and subject to the conditions of the Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, all of Seller's right, title and interest in and to, the registered trademark and applications for registration of trademarks specifically listed on Annex A hereto and all other Acquired Intellectual Property, in each case free and clear of all Liens, including but not limited to: (a) all goodwill associated with the Acquired Intellectual Property and (b) all rights to sue and recover damages and payments for past, present and future infringements of the Acquired Intellectual Property.

2. No Assignment of Certain Assets. For the purposes of this Assignment, Seller does not sell, assign, transfer, convey or deliver to Buyer, and Buyer does not purchase or acquire from Seller any Excluded Asset. Further, Seller shall not be deemed to sell, assign, transfer, convey or deliver to Buyer, and Buyer shall not be deemed to purchase or acquire from Seller any Non-Assignable Asset, unless and until any required consent from an applicable third party shall have been obtained.

3. Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, modify, enhance or expand any right, obligation, claim, protection or remedy under the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Successors and Assigns. This Assignment shall be legally binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Further Assurances. Upon the reasonable request of either party hereto and at such requesting party's expense, the other party shall execute and deliver, or cause to be

executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further actions as the requesting party may reasonably deem necessary or desirable to evidence and effectuate the sale, assignment, transfer, conveyance and delivery of the Acquired Intellectual Property contemplated hereby and by the Purchase Agreement.

6. Applicable Law. This Assignment shall be governed by and construed in accordance with the internal laws of the state of Delaware applicable to agreements made in and to be wholly performed in such state, without regard to principles of conflicts of laws.

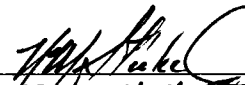
7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this section.

[Signatures follow on next page]

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

SELLER:

EP LENDERS II, LLC

By: 
Name: N. M. Stekel
Title: Manager

BUYER:

ATKORE PLASTIC PIPE CORPORATION

By: _____
Name:
Title:

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

SELLER:

EP LENDERS II, LLC

By: _____

Name:

Title:

BUYER:

ATKORE PLASTIC PIPE CORPORATION

By:  _____

Name:

Title:

Signature Page to Intellectual Property Assignment

TRADEMARK
REEL: 005135 FRAME: 0671

Annex A

Trademarks

1. U.S. Trademark registration for the mark RIDGELINE (Reg. No.3,677,382)
2. Applied for and unregistered trademarks - Ridgeline