

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301476

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
UNISTRUT INTERNATIONAL CORPORATION		04/09/2014	CORPORATION: NEVADA

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: 17

Property Type	Number	Word Mark
Registration Number:	3320948	CUT-N-STRUT
Registration Number:	862747	
Registration Number:	688160	MR. STRUT
Registration Number:	2376739	N-1000
Registration Number:	1274104	P1000
Registration Number:	1496545	ROOFWALKS
Registration Number:	1438940	TELESPAR
Registration Number:	1953363	TELESTRUT
Registration Number:	881999	UNI-CLIP
Registration Number:	1172255	UNI-CUSHION
Registration Number:	3434445	UNIPIER
Registration Number:	3434453	UNIPIER
Registration Number:	793173	UNISTRUT
Registration Number:	802145	UNISTRUT
Registration Number:	793185	UNISTRUT
Registration Number:	591532	UNISTRUT
Registration Number:	2608939	UNITED INTERLOCK

CORRESPONDENCE DATA

TRADEMARK

900286246

REEL: 005260 FRAME: 0739

CH \$440.00 3320948

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

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
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NAME OF SUBMITTER:	Steven Keslowitz
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SIGNATURE:	/Steven Keslowitz/
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DATE SIGNED:	04/15/2014
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Total Attachments: 5

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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 UNISTRUT INTERNATIONAL CORPORATION, a Nevada corporation having a principal place of business at 4205 Elizabeth Street, Wayne, Michigan 48184 (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.

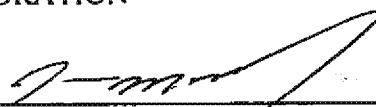
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

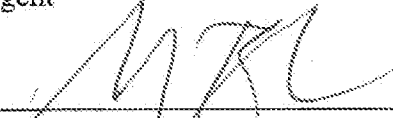
UNISTRUT INTERNATIONAL
CORPORATION

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. Tarkington
Director

By: 

Name:
Title: Michael Shannon
Vice President

SCHEDULE I

Trademark Registrations

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