

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326799

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Notice and Confirmation of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Pipe & Plastics, Inc.		12/17/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch		
<b>Street Address:</b>	677 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	CORPORATION: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2755933	AM-LINER II	
<b>Registration Number:</b>	2306060	SNAP CLIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Chadé Shirl Severin, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	24079-1200		
<b>NAME OF SUBMITTER:</b>	Chadé Shirl Severin		
<b>SIGNATURE:</b>	/Chadé Shirl Severin/		
<b>DATE SIGNED:</b>	12/19/2014		
<b>Total Attachments: 6</b>			
source=executed _ abl notice grant_ interest_ trademarks#page1.tif			
source=executed _ abl notice grant_ interest_ trademarks#page2.tif			
source=executed _ abl notice grant_ interest_ trademarks#page3.tif			
source=executed _ abl notice grant_ interest_ trademarks#page4.tif			
<b>TRADEMARK</b>			

CH \$65.00 2755933

source=executed \_ abl notice grant\_ interest\_ trademarks#page5.tif

source=executed \_ abl notice grant\_ interest\_ trademarks#page6.tif

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 17, 2014, made by AMERICAN PIPE & PLASTICS, INC., a New York corporation having a principal place of business at 958 Route 11 South, Kirkwood, NY 13795 (the "Grantor"), in favor of UBS AG, STAMFORD BRANCH, having a principal place of business at 677 Washington Boulevard, Stamford, CT 06901 as Collateral Agent (the "Agent"), for the banks and other financial institutions (the "Lenders") from time to time parties to the ABL Credit Agreement referred to below and the other Secured Parties (as defined in the ABL Collateral Agreement referred to below).

W I T N E S S E T H :

WHEREAS, ATKORE INTERNATIONAL, INC., a Delaware corporation (together with its successors and assigns, the "Parent Borrower"), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, collectively the "Borrowers" and each individually a "Borrower"), the Lenders, the Agent for the Secured Parties, and the other parties party thereto are parties to an ABL Credit Agreement, dated as of December 22, 2010 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Atkore International Holdings Inc., a Delaware corporation ("Holdings"), the Parent Borrower and certain of its Subsidiaries are, or are to become, parties to the Guarantee and Collateral Agreement, dated as of December 22, 2010 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "ABL Collateral Agreement"), in favor of the Collateral Agent, for the ratable benefit of the Secured Parties;

WHEREAS, the Grantor is a member of an affiliated group of companies that includes the Borrower and each other Granting Party; the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Parent Borrower to make valuable transfers to one or more of the other Granting Parties (including the Grantor) in connection with the operation of their respective businesses; and the Parent Borrower and the other Granting Parties (including the Grantor) are engaged in related businesses, and each such Granting Party (including the Grantor) will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, pursuant to the ABL 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, 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 or 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 the 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 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 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, the terms and conditions of which are incorporated herein by reference. 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 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.

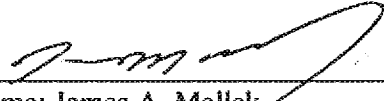
SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

\* \* \*

[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.

AMERICAN PIPE AND PLASTICS, INC.

By:   
Name: James A. Mallak  
Title: Vice President

[ABL Notice and Confirmation of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005423 FRAME: 0240**

UBS AG, STAMFORD BRANCH,  
as Agent

By: Lana Gifas  
Name: Lana Gifas  
Title: Director  
Banking Products Services, US

UBS AG, STAMFORD BRANCH,  
as Agent

By: Jennifer Anderson  
Name: Jennifer Anderson  
Title: Associate Director  
Banking Product Services, US

SCHEDULE I

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date
AM-LINER II	Registered	76468418	20-Nov-2002	2755933	26-Aug-2003
SNAP CLIP	Registered	75584698	06-Nov-1998	2306060	04-Jan-2000

1000407929v4

RECORDED: 12/19/2014

TRADEMARK  
REEL: 005423 FRAME: 0242