

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326802

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
American Pipe & Plastics, Inc.		12/17/2014	CORPORATION: NEW YORK
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2755933	AM-LINER II	
Registration Number:	2306060	SNAP CLIP	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Chadé Shirl Severin, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24079-1200		
NAME OF SUBMITTER:	Chadé Shirl Severin		
SIGNATURE:	/Chadé Shirl Severin/		
DATE SIGNED:	12/19/2014		
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 December 17, 2014, is 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 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 referred to below and the other Secured Parties (as defined in the 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 "Borrower"), the Lenders, the Agent, and the other parties party thereto are parties to a Second Lien Credit Agreement, dated as of April 9, 2014 (as amended, 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 Borrower and certain of its Subsidiaries are, or are to become, parties to the Guarantee and Collateral Agreement, dated as of April 9, 2014 (as amended, supplemented, waived or otherwise modified from time to time, the "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 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 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 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, 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.

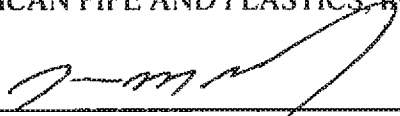
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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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.

AMERICAN PIPE AND PLASTICS, INC.

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

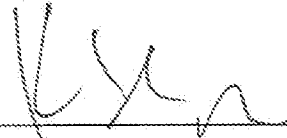
[Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005423 FRAME: 0255

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent and Administrative
Agent

By: 
Name: Marcus M. Tarkington
Title: Director

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent and Administrative
Agent

By: 
Name: Kirk L. Tashjian
Title: 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>
AM-LINER II	Registered	76468418	20-Nov-2002	2755933	26-Aug-2003
SNAP CLIP	Registered	75584698	06-Nov-1998	2306060	04-Jan-2000