

900445139 04/02/2018

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468116

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank AG New York Branch		03/30/2018	Bank: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flexhead Industries, Inc.		
<b>Street Address:</b>	272 Duchaine Boulevard		
<b>City:</b>	New Bedford		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02745		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>Name:</b>	SprinkFlex LLC		
<b>Street Address:</b>	16100 S. Lathrop Avenue		
<b>City:</b>	Harvey		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60426		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1947222	FLEXHEAD	
<b>Registration Number:</b>	2172962	FLEXHEAD	
<b>Registration Number:</b>	4011729	SPRINKFLEX	
<b>Registration Number:</b>	3953163	SPRINKFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		

OP \$115.00 1947222

<b>Address Line 4:</b>	Columbus, OHIO 43219
<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	04/02/2018
<b>Total Attachments: 6</b> source=Atkore - Flexhead_Sprinkflex Trademark Release (Executed)#page1.tif source=Atkore - Flexhead_Sprinkflex Trademark Release (Executed)#page2.tif source=Atkore - Flexhead_Sprinkflex Trademark Release (Executed)#page3.tif source=Atkore - Flexhead_Sprinkflex Trademark Release (Executed)#page4.tif source=Atkore - Flexhead_Sprinkflex Trademark Release (Executed)#page5.tif source=Atkore - Flexhead_Sprinkflex Trademark Release (Executed)#page6.tif	

TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of March 30, 2018, from DEUTSCHE BANK AG NEW YORK BRANCH, having a place of business at 60 Wall Street (NYC60-0266), New York, New York 10005-2836, as Collateral Agent (the "Agent") under certain of the Loan Documents for the Secured Parties, to (i) FLEXHEAD INDUSTRIES, INC., a Massachusetts corporation having a principal place of business at 272 Duchaine Boulevard, New Bedford, Massachusetts 02745 and (ii) SPRINKFLEX, LLC, a Massachusetts limited liability company having a principal place of business at 16100 S. Lathrop Avenue, Harvey, Illinois 60426 (each a "Grantor", and together, the "Grantors").

Capitalized terms used herein without definition are used as defined in the (i) Amended and Restated First Lien Credit Agreement, dated as of December 22, 2016 (as amended, restated, 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 "First Lien Credit Agreement") among Atkore International, Inc., a Delaware corporation, as borrower (the "Borrower"), the Agent, as administrative agent, collateral agent and lender and the lenders and other parties thereto from time to time, or (ii) First Lien Guarantee and Collateral Agreement, dated as of April 9, 2014 (as amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement") among Atkore International Holdings Inc., a Delaware corporation, the Borrower, certain of their subsidiaries, including the Grantor, and the Agent.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Guarantee and Collateral Agreement made by the Grantors in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain Trademarks (as hereinafter defined);

WHEREAS, (i) the Notice and Confirmation of Grant of Security Interest in Trademarks was recorded in the Trademark Division of the United States Patent and Trademark Office on April 15, 2014, at Reel 5260, Frame 0663 and (ii) the Notice and Confirmation of Grant of Security Interest in Trademarks was recorded in the Trademark Division of the United States Patent and Trademark Office on April 15, 2014, at Reel 5260, Frame 0672; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the First Lien Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term “Trademarks,” as used herein, shall mean with respect to any Grantor, all of such Grantor’s right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor’s rights therein), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I hereto, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

3. Further Assurances: The Agent shall, at the Grantors expense, execute, deliver or acknowledge such instruments or releases to evidence and shall do or cause to be done all other acts reasonably necessary to effect, in each case, as soon as is reasonably practicable, the release of any Collateral permitted to be released pursuant to the First Lien Credit Agreement.

\* \* \*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Agent

By: Alicia Schug  
Name: Alicia Schug  
Title: Vice President

By: Maria Guinchard  
Name: Maria Guinchard  
Title: Vice President

SCHEDULE I

**Release of Trademark Security Agreement recorded April 15, 2014 at Reel/Frame 5260/0663**

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
FLEXHEAD	Registered	74/417,781	7/28/1993	1,947,222	1/9/1996
FLEXHEAD	Registered	75/314,898	6/26/1997	2,172,962	7/14/1998

**Release of Trademark Security Agreement recorded April 15, 2014 at Reel/Frame 5260/0672**

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
SPRINKFLEX	Registered	85/214,607	1/11/2011	4,011,729	8/16/2011
SPRINKFLEX stylized	Registered	77/843,135	10/7/2009	3,953,163	5/3/2011