

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GLR Closing, Inc.	FORMERLY Rocky Mountain Pipe Company	08/21/2019	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Atkore Acquisition Company Q		
<b>Street Address:</b>	16100 South Lathrop Avenue		
<b>Internal Address:</b>	c/o Atkore International, Inc.		
<b>City:</b>	Harvey		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60426		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88007419	COR-TEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	16527118		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	09/17/2019		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made as of August 21, 2019, by and between GLR Closing, Inc. (f/k/a Rocky Mountain Pipe Company), a Colorado corporation ("Seller"), and Atkore Acquisition Company Q, 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, Shareholders, Buyer and, solely for the purposes provided therein, Atkore Plastic Pipe Corporation are parties to that certain Asset Purchase Agreement, dated as of the date hereof (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, among other things, 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 all Intellectual Property, in each case free and clear of any and all Liens (except Permitted 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, (a) the trademark applications specifically listed on the attached Annex A, including the right to claim priority therefrom in any country or countries foreign to the United States, and (b) and all other Intellectual Property, in the case of each of clause (a), and (b), and specifically including, without limitation: (i) all goodwill associated with such Intellectual Property, (ii) all rights to sue and recover damages for (and all profits and interests associated with) past, present and future infringement or dilution of such Intellectual Property, and (iii) all rights to collect any income, royalties and payments arising after the Closing by virtue of the use of such Intellectual Property. Such rights, title and interests are to be held and enjoyed by Buyer and its successors and assigns as fully and exclusively as they would have been held and enjoyed by Seller had this assignment not been made.

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. No Conflict. 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 Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors, assigns, heirs and legal representatives.

5. Further Assurances. Upon the reasonable request of Buyer and at Buyer's expense, Seller 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 Buyer may reasonably deem necessary to evidence and effectuate the sale, assignment, transfer, conveyance and delivery of the Acquired Intellectual Property contemplated hereby and by the Purchase Agreement and securing, completing or vesting in Buyer the ownership of the Acquired Intellectual Property to the fullest extent possible.

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:**

**GLR CLOSING, INC. (F/K/A ROCKY  
MOUNTAIN PIPE COMPANY)**

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

**ATKORE ACQUISITION COMPANY Q**

By: Daniel Kelly  
Name: Daniel Kelly  
Title: Vice President and Secretary

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

**SELLER:**

**GLR CLOSING, INC. (F/K/A ROCKY  
MOUNTAIN PIPE COMPANY)**

By: 

Name: *Michael L. Miller*

Title: *PRESIDENT*

**BUYER:**

**ATKORE ACQUISITION COMPANY Q**

By: \_\_\_\_\_

Name: Daniel Kelly

Title: Vice President and Secretary

**Annex A**

**Trademark Applications**

<b>Trademark</b>	<b>Reg./App. No.</b>	<b>Jurisdiction</b>
COR-TEK (Ser. No. 88007419)	Ser. No. 88007419	U.S.