

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFC Cable Systems, Inc.		08/28/2020	Corporation: DELAWARE
Allied Tube & Conduit Corporation		08/28/2020	Corporation: DELAWARE
Atkore Plastic Pipe Corporation		08/28/2020	Corporation: DELAWARE
Atkore Steel Components, Inc.		08/28/2020	Corporation: DELAWARE
Unistrut International Corporation		08/28/2020	Corporation: NEVADA
WPFY, Inc.		08/28/2020	Corporation: DELAWARE
Calpipe Industries, LLC		08/28/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Corporation: GERMANY		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	6070097	MC-LUMINARY QUIK	
Registration Number:	5921466	ACS/UNI-FAB	
Registration Number:	5224495	MC LUMINARY MULTIZONE	
Registration Number:	5262260	MC LUMINARY HCF	
Registration Number:	4976700	FLEX4	
Registration Number:	5120112	AC-PLUS	
Registration Number:	4967360	PACK N' ROLL	
Registration Number:	4781579	MC LUMINARY	
Registration Number:	4731663	MC TUFF LUMINARY	
Registration Number:	4731664	MC LITE LUMINARY	
Registration Number:	4830103	MC SNAPIT	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	5991826	QWIK-PUNCH
Registration Number:	6096837	RAZOR RIBBON
Serial Number:	87572340	
Serial Number:	87572351	COBRASYSTEMSINC
Registration Number:	6042944	SUPER KWIK-COUPLE
Registration Number:	5355179	COBRA COIL
Registration Number:	5932455	SS 15
Registration Number:	5932456	SS 20
Registration Number:	5932457	SS 40
Registration Number:	5168022	KONKORE FITTINGS
Registration Number:	5590514	RACEWAY. YOUR WAY.
Registration Number:	5590515	RACEWAY. YOUR WAY.
Registration Number:	4703399	FLO 90
Registration Number:	1454873	COBRA
Registration Number:	5572845	HERITAGEPLASTICS
Registration Number:	4903739	H
Registration Number:	5267993	UNIVERSAL SUPER FITTING
Registration Number:	6064988	KOREFIT
Serial Number:	87643949	KOREFIT
Serial Number:	87292602	POWER-STRUT DEFENDER
Serial Number:	87292598	P
Registration Number:	5541357	QUICK-LATCH
Registration Number:	5513950	U
Registration Number:	5498012	UNISTRUT DEFENDER
Registration Number:	5607302	POWER-STRUT DEFENDER
Registration Number:	4668257	HCF MC CURE
Registration Number:	5717664	BRITERAIL

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/28/2020
Total Attachments: 12 source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page1.tif source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page2.tif source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page3.tif source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page4.tif source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page5.tif source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page6.tif source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page7.tif source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page8.tif source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page9.tif source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page10.tif source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page11.tif source=10.2 ATKR Refi - TL Trademark Security Interest Notice (Executed)#page12.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. AFC Cable Systems, Inc.
- 2. Allied Tube & Conduit Corporation
- 3. Atkore Plastic Pipe Corporation
- 4. Atkore Steel Components, Inc.
- 5. Unistrut International Corporation
- 6. WPFY, Inc.
- 7. Calpipe Industries, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1-4. Corp.-DE; 5. Corp.-NV; 6. Corp.-DE; 7. LLC-CA
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 28, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3385

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

38

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ _____

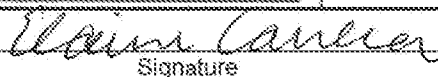
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

August 28, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1450

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 August 28, 2020, made by each of the parties party hereto (collectively, the "Grantors"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, having a principal place of business at 60 Wall Street, New York, NY 10005 as Collateral Agent (the "Agent"), for itself and the banks and other financial institutions (the "Lenders") from time to time parties to the 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 an Amended and Restated First Lien Credit Agreement, dated as of December 22, 2016 (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 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, amended and restated, 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 Patents are more fully set forth in the Credit Agreement and the Collateral Agreement, and are incorporated herein by reference.

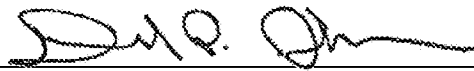
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

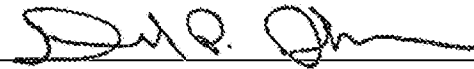
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

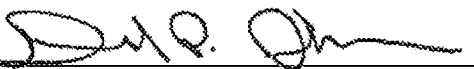
AFC CABLE SYSTEMS, INC.

By: 
Name: David P. Johnson
Title: Vice President

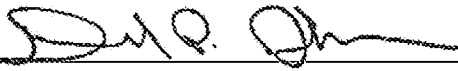
ALLIED TUBE & CONDUIT
CORPORATION

By: 
Name: David P. Johnson
Title: Vice President

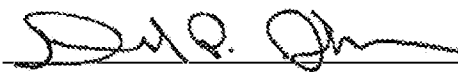
ATKORE PLASTIC PIPE
CORPORATION

By: 
Name: David P. Johnson
Title: Vice President

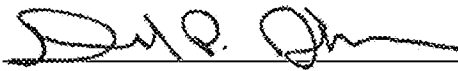
ATKORE STEEL COMPONENTS, INC.

By: 
Name: David P. Johnson
Title: Vice President

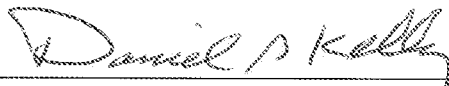
UNISTRUT INTERNATIONAL
CORPORATION

By: 
Name: David P. Johnson
Title: Vice President
Secretary

WPFY, INC.

By: 
Name: David P. Johnson
Title: Vice President


CALPIPE INDUSTRIES, LLC

By: 
Name: Daniel S. Kelly
Title: Vice President and Corporate Secretary

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks (TL)]

TRADEMARK
REEL: 007036 FRAME: 0463

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Agent

By:  _____



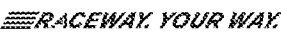
Name: Philip Tancorra
Vice President
Title: philip.tancorra@db.com
212-250-6576

By:  _____

Name: Jennifer Culbert - VP
Title: jennifer-a.culbert@db.com
212 250 738

SCHEDULE I

Owner	Trademark	Status	App. No.	File Date	Reg. No.	Reg Date
AFC Cable Systems, Inc.	MC LUMINARY QUIK	Registered	88046241	20-Jul-2018	6070097	2-Jun-2020
AFC Cable Systems, Inc.	ACS/UNI-FAB	Registered	87615831	20-Sep-2017	5921466	26-Nov-19
AFC Cable Systems, Inc.	MC LUMINARY MULTIZONE	Registered	87042368	18-May-2016	5224495	13-Jun-17
AFC Cable Systems, Inc.	MC LUMINARY HCF	Registered	87042403	18-May 2016	5262260	08-Aug-17
AFC Cable Systems, Inc.	Flex⁴	Registered	86743033	31-Aug-2015	4976700	14-Jun-16
AFC Cable Systems, Inc.	AC-PLUS	Registered	86581271	30-Mar-2015	5120112	10-Jan-17
AFC Cable Systems, Inc.	PACK N' ROLL	Registered	86581314	30-Mar-2015	4967360	31-May-16
AFC Cable Systems, Inc.	MC LUMINARY	Registered	86470801	03-Dec-2014	4781579	28-Jul-15
AFC Cable Systems, Inc.	MC TUFF LUMINARY	Registered	86470791	03-Dec-2014	4731663	05-May15
AFC Cable Systems, Inc.	MC LITE LUMINARY	Registered	86470796	03-Dec-2014	4731664	05-May-15
AFC Cable Systems, Inc.	MC SNAPIT	Registered	86403299	23-Sep-2014	4830103	13-Oct-15

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Allied Tube & Conduit Corporation	QWIK-PUNCH	Registered	87927619	18-May-2018	5991826	18-Feb-20
Allied Tube & Conduit Corporation		Registered	87799782	15-Feb-2018	6096837	07-Jul-20
Allied Tube & Conduit Corporation		Pending	87572340	17-Aug-2017		
Allied Tube & Conduit Corporation	COBRA SYSTEMS	Pending	87572351	17-Aug-2017		
Allied Tube & Conduit Corporation	SUPER KWIK-COUPLE	Registered	87540552	24-Jul-2017	6042944	28-Apr-20
Allied Tube & Conduit Corporation	COBRA COIL	Registered	87466256	26-May-2017	5355179	12-Dec-17
Allied Tube & Conduit Corporation	SS 15	Registered	87421006	21-Apr-2017	5932455	10-Dec-19
Allied Tube & Conduit Corporation	SS 20	Registered	87421015	21-Apr-2017	5932456	10-Dec-19
Allied Tube & Conduit Corporation	SS 40	Registered	87421047	21-Apr-2017	5932457	10-Dec-19
Allied Tube & Conduit Corporation	KONKORE FITTINGS	Registered	86915811	22-Feb-2016	5168022	21-Mar-17
Allied Tube & Conduit Corporation	RACEWAY. YOUR WAY.	Registered	86371876	20-Aug-2014	5590514	23-Oct-18
Allied Tube & Conduit Corporation	 RACEWAY. YOUR WAY.	Registered	86371929	20-Aug-2014	5590515	23-Oct-18

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Allied Tube & Conduit Corporation	FLO 90	Registered	86347005	24-Jul-2014	4703399	17-Mar-15
Allied Tube & Conduit Corporation	COBRA	Registered	73642759	03-Feb-1987	1454873	01-Sep-87
Atkore Plastic Pipe Corporation	HERITAGEPLASTICS	Registered	86447014	06-Nov-14	5572845	02-Oct-18
Atkore Plastic Pipe Corporation		Registered	86447048	06-Nov-14	4903739	23-Feb-16
Atkore Steel Components, Inc.	UNIVERSAL SUPER FITTING	Registered	87157293	31-Aug-16	5267993	15-Aug-17
Unistrut International Corporation	KOREFIT	Registered	88106907	06-Sep-2018	6064988	6-May-2020
Unistrut International Corporation	KOREFIT	Pending	87643949	12-Oct-2017		
Unistrut International Corporation		Pending	87292602	07-Jan-2017		
Unistrut International Corporation		Pending	87292598	07-Jan-2017		
Unistrut International Corporation	QUICK-LATCH	Registered	86790897	16-Oct-15	5541357	14-Aug-18
Unistrut International Corporation		Registered	86230383	24-Mar-14	5513950	10-Jul-18
Unistrut International Corporation	UNISTRUT DEFENDER	Registered	86220011	13-Mar-14	5498012	19-Jun-18

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Unistrut International Corporation	POWER-STRUT DEFENDER	Registered	86218581	17-Jun-13	5607302	13-Nov-18
WPFY, INC.	HCF MC CURE	Registered	85961367	17-Jun-13	4668257	06-Jan-15
Calpipe Industries, LLC	BRITERAIL	Registered	87886414	20-Apr-2018	5717664	2-Apr-2019

1006165654v2

RECORDED: 08/28/2020

TRADEMARK
REEL: 007036 FRAME: 0468