

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

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:	Wells Fargo Bank, National Association
Street Address:	10 S. WACKER DRIVE, 26TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 47

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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4830103	MC SNAPIT
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:	4604216	ATKORE INTERNATIONAL
Registration Number:	4339136	A ATKORE INTERNATIONAL
Registration Number:	4158518	ATKORE INTERNATIONAL
Registration Number:	4158519	ATKORE INTERNATIONAL
Registration Number:	4158520	ATKORE INTERNATIONAL
Registration Number:	4339129	ATKORE INTERNATIONAL
Registration Number:	4339130	ATKORE INTERNATIONAL
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
Serial Number:	85950569	COLORSPEC
Registration Number:	1623514	TEMP-LITES
Registration Number:	5717664	BRITERAIL

CORRESPONDENCE DATA**Fax Number:** 7146686355*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:** 7146686255**Email:** sunnyelee@paulhastings.com**Correspondent Name:** Sunny E. Lee**Address Line 1:** 695 Town Center Drive, 17th Floor**Address Line 2:** PAUL HASTINGS LLP**Address Line 4:** Costa Mesa, CALIFORNIA 92626**ATTORNEY DOCKET NUMBER:** 90031-00069 Schwartz**NAME OF SUBMITTER:** Sunny E. Lee**SIGNATURE:** /s/ Sunny E. Lee**DATE SIGNED:** 08/28/2020**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 28th day of August, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties and the Issuing Lenders and administrative agent (in such capacity, “Administrative Agent”) for the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of August 28, 2020 (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among 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, jointly and severally, collectively, the “Borrowers” and each individually, a “Borrower”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), the issuing lenders from time to time party thereto (the “Issuing Lenders”) and Wells Fargo as Collateral Agent, Administrative Agent, as swingline lender and as an Issuing Bank, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Amended and Restated Guarantee and Security Agreement, dated as of August 28, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, waived, supplemented or otherwise modified, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Guarantee and Collateral Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


6. GOVERNING LAW. THIS TRADEMARK SECURITY 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, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[SIGNATURE PAGES FOLLOW]

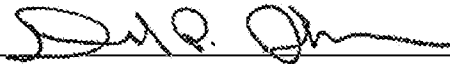
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

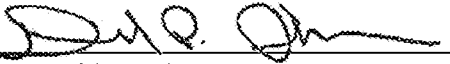
AFC CABLE SYSTEMS, INC.

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

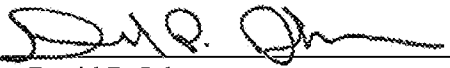
ALLIED TUBE & CONDUIT CORPORATION

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

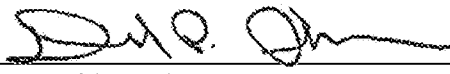
ATKORE PLASTIC PIPE CORPORATION

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

WPFY, INC.

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

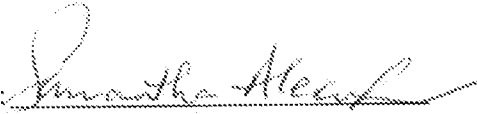
CALPIPE INDUSTRIES, LLC

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

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: 

Name: Samantha Alexander


Title: Managing Director


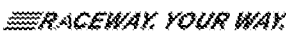

[Signature Page to Trademark Security Agreement]





TRADEMARK
REEL: 007037 FRAME: 0313

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Status	App. No.	File Date	Reg. No.	Reg Date
AFC Cable Systems, Inc.	USA	MC LUMINARY QUIK	Registered	88046241	20-JUL-2018	6070097	2-Jun-2020
AFC Cable Systems, Inc.	USA	ACS/UNI-FAB	Registered	87615831	20-SEP-2017	5921466	26-Nov-19
AFC Cable Systems, Inc.	USA	MC LUMINARY MULTIZONE	Registered	87042368	18-MAY-2016	5224495	13-Jun-17
AFC Cable Systems, Inc.	USA	MC LUMINARY HCF	Registered	87042403	18-MAY-2016	5262260	08-Aug-17
AFC Cable Systems, Inc.	USA	Flex⁴	Registered	86743033	31-AUG-2015	4976700	14-Jun-16
AFC Cable Systems, Inc.	USA	AC-PLUS	Registered	86581271	30-MAR-2015	5120112	10-Jan-17
AFC Cable Systems, Inc.	USA	PACK N' ROLL	Registered	86581314	30-MAR-2015	4967360	31-May-16
AFC Cable Systems, Inc.	USA	MC LUMINARY	Registered	86470801	03-DEC-2014	4781579	28-Jul-15
AFC Cable Systems, Inc.	USA	MC TUFF LUMINARY	Registered	86470791	03-DEC-2014	4731663	05-May-15
AFC Cable Systems, Inc.	USA	MC LIFE LUMINARY	Registered	86470796	03-DEC-2014	4731664	05-May-15
AFC Cable Systems, Inc.	USA	MC SNAPIT	Registered	86403299	23-SEP-2014	4830103	13-Oct-15
Allied Tube & Conduit Corporation	USA	QWIK-PUNCH	Registered	87927619	18-MAY-2018	5991826	18-Feb-20
Allied Tube & Conduit Corporation	USA		Registered	87799782	15-FEB-2018	6096837	07-Jul-20

Grantor	Country	Mark	Status	App. No.	File Date	Reg. No.	Reg. Date
Allied Tube & Conduit Corporation	USA		Pending	87572340	17-AUG-2017		
Allied Tube & Conduit Corporation	USA	COBRA SYSTEMS INC	Pending	87572351	17-AUG-2017		
Allied Tube & Conduit Corporation	USA	SUPER KWIK-COUPLE	Pending	87540552	24-JUL-2017	6042944	28-Apr-20
Allied Tube & Conduit Corporation	USA	COBRA COIL	Registered	87466256	26-MAY-2017	5355179	12-Dec-17
Allied Tube & Conduit Corporation	USA	SS 15	Registered	87421006	21-APR-2017	5932455	10-Dec-19
Allied Tube & Conduit Corporation	USA	SS 20	Registered	87421015	21-APR-2017	5932456	10-Dec-19
Allied Tube & Conduit Corporation	USA	SS 40	Registered	87421047	21-APR-2017	5932457	10-Dec-19
Allied Tube & Conduit Corporation	USA	KONKORE FITTINGS	Registered	86915811	22-FEB-2016	5168022	21-Mar-17
Allied Tube & Conduit Corporation	USA	RACEWAY. YOUR WAY	Registered	86371876	20-AUG-2014	5590514	23-Oct-18
Allied Tube & Conduit Corporation	USA	 RACEWAY. YOUR WAY	Registered	86371929	20-AUG-2014	5590515	23-Oct-18
Allied Tube & Conduit Corporation	USA	FLO 90	Registered	86347005	24-JUL-2014	4703399	17-Mar-15
Allied Tube & Conduit Corporation	USA	ATKORE INTERNATIONAL	Registered	86018646	24-Jul-2013	4604216	16-Sep-14
Allied Tube & Conduit Corporation	USA	 atkore INTERNATIONAL	Registered	85172192	09-NOV-2010	4339136	21-May-13
Allied Tube & Conduit Corporation	USA	ATKORE INTERNATIONAL	Registered	85158885	22-OCT-2010	4158518	12-Jun-12
Allied Tube & Conduit Corporation	USA	ATKORE INTERNATIONAL	Registered	85158906	22-OCT-2010	4158519	12-Jun-12

Grantor	Country	Mark	Status	App. No.	File Date	Reg. No.	Reg Date
Allied Tube & Conduit Corporation	USA	ATKORE INTERNATIONAL	Registered	85158914	22-OCT-2010	4158520	12-Jun-12
Allied Tube & Conduit Corporation	USA	ATKORE INTERNATIONAL	Registered	85158919	22-OCT-2010	4339129	21-May-13
Allied Tube & Conduit Corporation	USA	ATKORE INTERNATIONAL	Registered	85158927	22-OCT-2010	4339130	21-May-13
Allied Tube & Conduit Corporation	USA	COBRA	Registered	73642759	03-FEB-1987	1454873	01-Sep-87
Atkore Plastic Pipe Corporation	USA	HERITAGEPLASTICS	Registered	86447014	06-NOV-2014	5572845	02-Oct-18
Atkore Plastic Pipe Corporation	USA		Registered	86447048	06-NOV-2014	4903739	23-Feb-16
Atkore Steel Components, Inc.	USA	UNIVERSAL SUPER FITTING	Registered	87157293	31-AUG-2016	5267993	15-Aug-17
Unistrut International Corporation	USA	KOREFIT	Registered	88106907	06-Sep-2018	6064988	6-May-2020
Unistrut International Corporation	USA	KOREFIT	Pending	87643949	12-OCT-2017		
Unistrut International Corporation	USA		Pending	87292602	07-JAN-2017		
Unistrut International Corporation	USA		Pending	87292598	07-JAN-2017		
Unistrut International Corporation	USA	QUICK-LATCH	Registered	86790897	16-OCT-2015	5541357	14-Aug-18
Unistrut International Corporation	USA		Registered	86230383	24-MAR-2014	5513950	10-Jul-18
Unistrut International Corporation	USA	UNISTRUT DEFENDER	Registered	86220011	13-MAR-2014	5498012	19-Jun-18
Unistrut International Corporation	USA	POWER-STRUT DEFENDER	Registered	86218581	12-MAR-2014	5607302	13-Nov-18

Grantor	Country	Mark	Status	App. No.	File Date	Reg. No.	Reg Date
WPFY, INC.	USA	HCF MC CURE	Registered	85961367	17-JUN-2013	4668257	06-Jan-15
WPFY, INC.	USA	COLORSPEC	Pending	85950569	04-JUN-2013		
WPFY, INC.	USA	Typed Drawing	Registered	74/026,965	08-Feb-90	1623514	20-Nov-09
Calpipe Industries, LLC	USA	BRITERAIL	Registered	87886414	20-Apr-18	5717664	02-Apr-19

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses