

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650154

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		05/26/2021	FOREIGN BANKING CORPORATION: GERMANY

RECEIVING PARTY DATA

Name:	ALLIED TUBE & CONDUIT CORPORATION
Street Address:	16100 S. Lathrop Avenue
City:	Harvey
State/Country:	ILLINOIS
Postal Code:	60426
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Serial Number:	73378127	50 55
Serial Number:	77427919	60/75
Serial Number:	85172192	A ATKORE INTERNATIONAL
Serial Number:	77320979	ABF
Serial Number:	74000932	AICKINSTRUT
Serial Number:	73489964	
Serial Number:	77111074	ALLIED TUBE & CONDUIT
Serial Number:	86018646	ATKORE INTERNATIONAL
Serial Number:	85158927	ATKORE INTERNATIONAL
Serial Number:	85158919	ATKORE INTERNATIONAL
Serial Number:	85158914	ATKORE INTERNATIONAL
Serial Number:	85158906	ATKORE INTERNATIONAL
Serial Number:	85158885	ATKORE INTERNATIONAL
Serial Number:	85158898	ATKORE INTERNATIONAL
Serial Number:	74294039	BLT
Serial Number:	75690894	CENTIPEDE
Serial Number:	77879408	COPE
Serial Number:	77879409	COPE

CH \$1340.00 73378127

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75788947	DETAINER HOOK
Serial Number:	74085583	DYNA-FLOW
Serial Number:	74160560	DYNA-THREAD
Serial Number:	73790786	E-Z PULL
Serial Number:	74665513	FABLOK
Serial Number:	78226542	FIRE ALARM
Serial Number:	78900348	FLO 90
Serial Number:	72285181	FLO-COAT
Serial Number:	77088064	FLO-FORM
Serial Number:	73522625	GATORSHIELD
Serial Number:	73528737	GATORSHIELD
Serial Number:	73582757	INSTABARRIER
Serial Number:	75536075	KWIK-COUPLE
Serial Number:	76422464	KWIK-FIT
Serial Number:	85060897	M-COAT
Serial Number:	73433077	MAZE
Serial Number:	73527529	POWER-STRUT
Serial Number:	77228132	QWIK-COAT
Serial Number:	73630384	QWIK-PUNCH
Serial Number:	73040056	RAZOR-RIBBON
Serial Number:	78931472	RAZOR STRAND
Serial Number:	73693161	SILENT SWORDSMAN
Serial Number:	73601050	SQUARE-FIT
Serial Number:	77088141	SS 15
Serial Number:	73123531	SS 20
Serial Number:	78784563	SS 30
Serial Number:	77007268	SS 40
Serial Number:	78961656	STUDCO
Serial Number:	74295655	SUPER 40
Serial Number:	74242921	SUPER FLO
Serial Number:	74650382	TECTRON
Serial Number:	77743858	T TECTRONTUBE
Serial Number:	77112619	
Serial Number:	72343890	TOPGRIP NUT
Serial Number:	76526337	XL

CORRESPONDENCE DATA

Fax Number:

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.

Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. BOX 2828
Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	21673919
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	05/27/2021

Total Attachments: 6

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of May 26, 2021, from DEUTSCHE BANK AG NEW YORK BRANCH, having a place of business at 60 Wall Street, New York, New York 10005-2836, as Collateral Agent (the "Collateral Agent") under certain of the Loan Documents for the Secured Parties, to ALLIED TUBE & CONDUIT CORPORATION, a Delaware corporation having a principal place of business at 16100 S. Lathrop Avenue, Harvey, Illinois 60426 (the "Grantor").

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 "Credit Agreement") among Atkore International, Inc., a Delaware corporation, as borrower (the "Borrower"), as Administrative Agent and Collateral Agent 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 Grantors, and the Collateral Agent.

WITNESSETH:

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

WHEREAS, in furtherance of the First Lien Guarantee and Collateral Agreement, the Grantor and the Collateral Agent executed the Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of April 9, 2014, which was recorded in the Trademark Division of the United States Patent and Trademark Office on April 15, 2014, at Reel 5260, Frame 637; and

WHEREAS, the Collateral 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 Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral 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 Collateral Agent hereby terminates, releases, cancels, relinquishes and discharges its Security Interest in the Trademarks, and any right, title or interest of the Collateral Agent in such Trademarks shall hereby cease and become void. The Collateral Agent hereby reassigns any right, title, and interest it may have in the Trademarks to the Grantor.

3. Further Assurances: The Collateral Agent shall, at the Grantor's 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 (including the Trademarks) permitted to be released pursuant to the First Lien Credit Agreement.

4. Purpose: This Termination and Release has been executed and delivered by the Grantor for the purpose of recording the termination and release of Security Interest herein with the United States Patent and Trademark Office

5. Counterparts: This Termination and Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature

page to this Termination and Release by facsimile or .pdf signature shall be as effective as delivery of a manually executed counterpart of this Termination and Release.

6. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

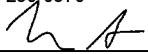
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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

DEUTSCHE BANK AG NEW YORK
BRANCH as Agent

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

By: 
Name: Michael Strobel
Title: Vice President
michael-p.strobel@db.com
212-250-0939

SCHEDULE I

Release of Reel/Frame 5260/0637

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date
50 55 Stylized 60/75	Registered	73378127	04-Aug-82	1304677	13-Nov-84
	Registered	77427919	20-Mar-08	3625519	26-May-09
A ATKORE INTERNATIONAL & design	Registered	85172192	09-Nov-10	4339136	21-May-13
ABF	Registered	77320979	05-Nov-07	3645509	30-Jun-09
AICKINSTRUT	Registered	74000932	16-Nov-89	1606445	17-Jul-90
Allied Circle-Triangle Logo	Registered	73489964	16-Jul-84	1350298	23-Jul-85
ALLIED TUBE & CONDUIT	Registered	77111074	20-Feb-07	3394192	11-Mar-08
ATKORE INTERNATIONAL	Pending	86018646	24-Jul-2013		
ATKORE INTERNATIONAL	Registered	85158927	22-Oct-10	4339130	21-May-13
ATKORE INTERNATIONAL	Registered	85158919	22-Oct-10	4339129	21-May-13
ATKORE INTERNATIONAL	Registered	85158914	22-Oct-10	4158520	12-Jun-12
ATKORE INTERNATIONAL	Registered	85158906	22-Oct-10	4158519	12-Jun-12
ATKORE INTERNATIONAL	Registered	85158885	22-Oct-10	4158518	12-Jun-12
ATKORE INTERNATIONAL	Registered	85158898	22-Oct-10	4064569	29-Nov-11
BLT	Registered	74294039	14-Jul-92	1755162	02-Mar-93
CENTPEDE	Registered	75690894	26-Apr-99	2460247	12-Jun-01
COPE	Registered	77879408	24-Nov-09	3817525	13-Jul-10
COPE	Registered	77879409	24-Nov-09	3817526	13-Jul-10
DETAINER HOOK	Registered	75788947	31-Aug-99	2410372	05-Dec-00
DYNA-FLOW	Registered	74085583	06-Aug-90	1681099	31-Mar-92
DYNA-THREAD	Registered	74160560	25-Apr-91	1688940	26-May-92
E-Z PULL	Registered	73790786	03-Apr-89	1657191	17-Sep-91
FABLOK	Registered	74665513	25-Apr-95	2089626	19-Aug-97
FIRE ALARM	Registered	78226542	17-Mar-03	2887776	21-Sep-04
FLO 90	Registered	78900348	05-Jun-06	3307052	09-Oct-07
FLO-COAT	Registered	72285181	20-Nov-67	862614	31-Dec-68
FLO-FORM	Registered	77088064	22-Jan-07	3301319	02-Oct-07
GATORSHIELD	Registered	73522625	19-Feb-85	1378808	21-Jan-86
GATORSHIELD and Design	Registered	73528737	25-Mar-85	1398231	24-Jun-86
INSTABARRIER	Registered	73582757	14-Feb-86	1411050	30-Sep-86

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date
KWIK-COUPLE	Registered	75536075	17-Aug-98	2537549	12-Feb-02
KWIK-FIT	Registered	76422464	18-Jun-02	2749843	12-Aug-03
M-COAT	Registered	85060897	11-Jun-10	4013598	16-Aug-11
MAZE	Registered	73433077	05-Jul-83	1291828	28-Aug-84
POWER-STRUT	Registered	73527529	18-Mar-85	1370880	19-Nov-85
QWIK-COAT	Registered	77228132	12-Jul-07	3381584	12-Feb-08
QWIK-PUNCH	Registered	73630384	14-Nov-86	1465136	17-Nov-87
RAZOR-RIBBON	Registered	73040056	20-Dec-74	1035183	09-Mar-76
RAZOR-STRAND	Registered	78931472	18-Jul-06	3273079	31-Jul-07
SILENT SWORDSMAN	Registered	73693161	02-Nov-87	1565430	14-Nov-89
SQUARE-FIT	Registered	73601050	27-May-86	1436068	07-Apr-87
SS 15	Registered	77088141	22-Jan-07	3397277	18-Mar-08
SS 20	Registered	73123531	21-Apr-77	1079686	20-Dec-77
SS 30	Registered	78784563	04-Jan-06	3180539	05-Dec-06
SS 40	Registered	77007268	26-Sep-06	3350772	11-Dec-07
STUDCO	Registered	78961656	28-Aug-06	3339996	20-Nov-07
SUPER 40	Registered	74295655	20-Jul-92	1760997	30-Mar-93
SUPER FLO	Registered	74242921	03-Feb-92	1959487	05-Mar-96
TECTRON	Registered	74650382	22-Mar-95	2089604	19-Aug-97
TECTRON TUBE & design	Registered	77743858	25-May-09	3725505	15-Dec-09
THE ANGLED LINE Logo	Registered	77112619	21-Feb-07	3505917	23-Sep-08
TOPGRIP NUT	Registered	72343890	18-Nov-69	904149	15-Dec-70
XL	Registered	76526337	27-Jun-03	2844584	25-May-04

TRADEMARK

REEL: 007309 FRAME: 0015

RECORDED: 05/27/2021