

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM650171

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:	ATKORE PLASTIC PIPE CORPORATION		
Street Address:	16100 S. Lathrop Avenue		
City:	Harvey		
State/Country:	ILLINOIS		
Postal Code:	60426		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77440669	RIDGELINE	
Serial Number:	77976301	RIDGELINE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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: 5			
source=Atkore Payoff (2021) - Atkore Plastic Pipe Corp Trademark Release R005260 F0629 [Executed]#page1.tif			
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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 ATKORE PLASTIC PIPE 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 628; 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.

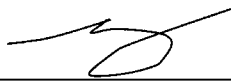
6. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

* * *

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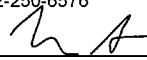
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

DEUTSCHE BANK AG NEW YORK
BRANCH as Agent

By: 

Name: Philip Tanorra
Vice President

Title: philip.tanorra@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 5260/0628

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date
RIDGELINE	Dead	77440669	April 4, 2008	3,677,382	September 1, 2009
RIDGELINE	Dead	77976301	April 4, 2008	3,677,800	September 1, 2009

TRADEMARK

REEL: 007309 FRAME: 0102

RECORDED: 05/27/2021