

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Poly Systems, LLC		12/29/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	10 South Wacker Drive		
Internal Address:	26th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97424160	STREAM-LINE	
Serial Number:	97424186	EARTH-LINE	
Serial Number:	97424230	CRYSTAL-LINE	
Serial Number:	97424282	MICROPATH SYSTEM	
Serial Number:	97429956	UNITED POLY SYSTEMS	
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>		
Phone:	212.318.6000		
Email:	yoosonlee@paulhastings.com		
Correspondent Name:	Yooson Sandy Lee		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Yooson Sandy Lee		
SIGNATURE:	/s/ Yooson Sandy Lee		
DATE SIGNED:	12/29/2023		

OP \$140.00 97424160

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”) dated as of December 29, 2023, is made by UNITED POLY SYSTEMS, LLC, a Missouri limited liability company (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, having a principal place of business at 10 S. Wacker Drive, 26th Floor, Chicago, IL 60606, as Administrative Agent and Collateral Agent (the “Agent”) for itself and the banks and other financial institutions (the “Lenders”), from time to time parties to the Amended and Restated ABL Credit Agreement, dated as of August 28, 2020 (as further amended, 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 Parent, the Borrower, the Agent and the other parties thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of May 26, 2021 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Collateral Agreement”) by the Grantor and the other grantors party thereto in favor of the Agent;

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, and in order to induce the Lenders to continue to make their respective extensions of credit to Borrower under the Credit Agreement, 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, as applicable.

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 Trademarks 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf signature shall be as effective as delivery of a manually executed counterpart of this Agreement.

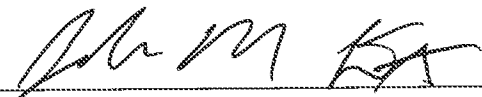
SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT 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.

* * *

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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.


UNITED POLY SYSTEMS, LLC

By: 
Name: John M. Deitzer
Title: Vice President, Treasurer and
Assistant Corporate Secretary

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

TRADEMARK
REEL: 008304 FRAME: 0605

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Agent

By: 
Name: Olesya Mitkevych
Title: Director

SCHEDULE I

Trademarks

GRANTOR: UNITED POLY SYSTEMS, LLC

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date
Stream-Line	PENDING	97424160	05/23/2022	N/A	N/A
Earth-Line	PENDING	97424186	05/23/2022	N/A	N/A
Crystal-Line	PENDING	97424230	05/23/2022	N/A	N/A
MicroPath System	PENDING	97424282	05/23/2022	N/A	N/A
United Poly Systems	PENDING	97429956	05/26/2022	N/A	N/A