

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Note Notice and Confirmation of Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Unistrut International Corporation	12/22/2010
RECEIVING PARTY DATA	
Name:	Wilmington Trust FSB
Street Address:	246 Goose Lane
Internal Address:	Suite 105
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	5314156
Patent Number:	5414967
Patent Number:	6155014
Patent Number:	6343446
Patent Number:	5307600
Patent Number:	7766594
Patent Number:	7658356
Patent Number:	5351926
Patent Number:	5188479
Patent Number:	5297888
Application Number:	12645641
Application Number:	61308535
Application Number:	12051132
PCT Number:	US9300506

501393016

PATENT
REEL: 025571 FRAME: 0398

CH \$560.00 5314156

CORRESPONDENCE DATA

Fax Number: (212)909-6836

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Steven Keslowitz, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

15555-1326

NAME OF SUBMITTER:

Steven Keslowitz

Total Attachments: 5

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**NOTE NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS**

NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of December 22, 2010, made by Unistrut International Corporation, a Nevada corporation having a principal place of business at 4205 Elizabeth Street, Wayne, Michigan 48184 (the "Grantor"), in favor of WILMINGTON TRUST FSB, as Collateral Agent (the "Agent"), under certain of the Note Documents for the Secured Parties.

WHEREAS, pursuant to that certain Indenture, dated as of the date hereof (as 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 "Indenture") among the Company, the Note Guarantors, the Trustee and Agent, the Company has agreed to issue secured notes upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Collateral Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time (the "Note Collateral Agreement"), among the Company, certain of their subsidiaries and the Agent, the Company and such subsidiaries have granted to the Agent for the benefit of the Secured Parties a first priority security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in consideration of the premises and to induce the Trustee to enter into the Indenture and to induce the Holders to purchase the Notes, the Grantor agrees, with the Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Note Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Patents granted by the Grantor in the ordinary course of its business, pursuant to the Note Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a first priority security interest in all of the Patents of such 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 Patents, 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 such Grantor, 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 Patent 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 Patent License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a first priority security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Note Collateral Agreement. To the extent that there is any conflict between this Agreement and the Note Collateral Agreement, the Note Collateral Agreement shall control in all respects. The Note Collateral Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Patents are more fully set forth in the Indenture and the Note Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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.

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.**

* * *

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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.

UNISTRUT INTERNATIONAL
CORPORATION

By: 

Name: John S. Jenkins, Jr.

Title: Vice President

WILMINGTON TRUST FSB,
as Agent

By: _____

Name: _____

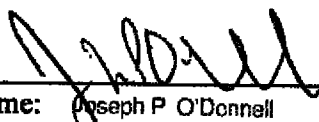
Title: _____

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.

UNISTRUT INTERNATIONAL
CORPORATION

By: _____
Name:
Title:

WILMINGTON TRUST FSB,
as Agent

By:  _____
Name: Joseph P. O'Donnell
Title: Vice President

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

SCHEDULE I

Patents and Patent Applications

<u>Title</u>	<u>Status</u>	<u>Application Number</u>	<u>File Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expires</u>
Channel Support System	Granted	07/857009	3/25/92	5314156	5/24/94	3/25/12
Clean Room Wall System	Granted	08/139388	10/19/93	5414967	5/16/95	10/19/13
	Granted	09/271401	3/17/99	6155014	12/5/00	3/17/19
Post Anchor System	Granted	09/626406	7/26/00	6343446	2/5/02	7/26/20
Slim Wall System	Granted	07/894499	6/4/92	5307600	5/3/94	6/4/12
Slot Nut for Securement of Channel	Granted	11/453421	6/15/06	7766594	8/3/10	
Solar Panel Bracket	Granted	12/361920	1/29/09	7658356	2/9/10	1/29/29
	Pending	12/645641	12/23/09			
Standing Seam Metal Roof Clamp	Pending	61/308535	2/26/10			2/26/11
Support Structure Beam	Granted	07/857008	3/25/92	5351926	10/4/94	3/25/12
Sure-Align Fittings	Published	12/051132	3/19/08			
Tubular Framing System	Granted	07/876248	4/30/92	5188479	2/23/93	4/30/12
	Granted	08/006561	1/21/93	5297888	3/29/94	4/30/12
	Converted	US93/00506	1/21/93			