

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2814189

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (SECOND LIEN)	
CONVEYING PARTY DATA		
Name		Execution Date
ALLIED TUBE & CONDUIT CORPORATION		04/09/2014
RECEIVING PARTY DATA		
Name:	DEUTSCHE BANK AG, NEW YORK BRANCH	
Street Address:	609 FIFTH AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	
PROPERTY NUMBERS Total: 25		
Property Type	Number	
Patent Number:	7909309	
Patent Number:	5718765	
Patent Number:	5718027	
Patent Number:	5657606	
Patent Number:	7404582	
Patent Number:	7989028	
Patent Number:	7789376	
Patent Number:	6758282	
Patent Number:	6063452	
Patent Number:	5453302	
Patent Number:	7819140	
Patent Number:	5855674	
Patent Number:	7726001	
Patent Number:	6460297	
Patent Number:	7992352	
Patent Number:	6483025	
Patent Number:	6003280	
Patent Number:	7434789	
Patent Number:	D624198	
Patent Number:	5671955	

PATENT

Property Type	Number
Application Number:	12811593
Application Number:	13167870
Application Number:	13717110
Application Number:	13352563
Application Number:	13432308

CORRESPONDENCE DATA

Fax Number: (212)909-6836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24079-1205
NAME OF SUBMITTER:	STEVEN KESLOWITZ
SIGNATURE:	/Steven Keslowitz/
DATE SIGNED:	04/15/2014

Total Attachments: 6

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement") dated as of April 9, 2014, is made by ALLIED TUBE & CONDUIT CORPORATION, a Delaware corporation having a principal place of business at 16100 S. Lathrop Avenue, Harvey, Illinois 60426 (the "Grantor"), in favor of DEUTSCHE BANK AG, NEW YORK BRANCH, having a principal place of business at 609 Fifth Avenue, New York, NY 10017, as Collateral Agent (the "Agent") for itself and the banks and other financial institutions (the "Lenders"), from time to time parties to the Second Lien Credit Agreement, dated as of April 9, 2014 (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 "Credit Agreement"), among Borrower, the Collateral Agent, the Administrative 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 Granting Parties have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Collateral Agreement");

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 Patents; 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 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.

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 Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Patents 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 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 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 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 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 Patents are more fully set forth in the Credit Agreement and the Collateral Agreement, and are incorporated herein by reference.

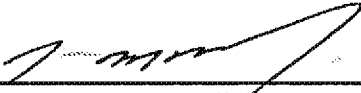
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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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.

ALLIED TUBE & CONDUIT CORPORATION

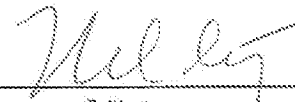
By: 
Name: James A. Mallak
Title: Vice President and
Chief Financial Officer

[Signature Page to Second Lien Notice and Confirmation of Grant of Security Interest in Patents – Allied Tube & Conduit Corporation]

PATENT
REEL: 032689 FRAME: 0257

DEUTSCHE BANK AG NEW YORK BRANCH,
as Agent

By: 
Name: _____
Title: **Marcus M. Tarkington**
Director

By: 
Name: _____
Title: **Michael Getz**
Vice President

[Signature Page to Second Lien Notice and Confirmation of Grant of Security Interest in Patents – Allied Tube &
Conduit Corporation]

PATENT
REEL: 032689 FRAME: 0258

SCHEDULE I

Patents

<u>Title</u>	<u>Status</u>	<u>Application Number</u>	<u>File Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
ANTIPERSONNEL BARRIER SYSTEM	Granted	11/313485	12/20/05	7909309 ¹	3/22/11
APPRATUS FOR GALVANIZING A LINEAR ELEMENT	Granted	08/608823	2/29/96	5718765	2/17/98
APPARATUS FOR INTERIOR PAINTING OF TUBING DURING CONTINUOUS FORMATION	Granted	08/717704	9/23/96	5718027	2/17/98
ARCHING METALLIC PROFILES IN CONTINUOUS IN-LINE PROCESS	Pending	12/811593	8/13/10		
BUILDING SYSTEM	Granted	08/149477	11/9/93	5657606	8/19/97
Conduit Coupling Assembly	Granted	10/328077	12/23/02	7404582	7/29/08
Continuously Manufactured Colored Metallic Products and Method of Manufacture of such Products	Granted	10/702625	11/6/03	7989028	8/2/11
	Pending	13/167870	6/24/11		
Fencing Construction Apparatus and Method²	Granted	11/753252	5/24/07	7789376	9/7/10
	Granted	09/955426	9/18/01	6758282	7/6/04
IN-LINE COATING AND CURING A CONTINUOUSLY MOVING WELDED TUBE WITH AN ORGANIC POLYMER	Granted	09/127143	7/31/98	6063452	5/16/00
IN-LINE COATING OF STEEL TUBING.	Granted	08/243583	5/16/94	5453302	9/26/95
INTERNAL DIAMETER COATING FOR FIRE PROTECTION PIPING	Granted	12/534616	8/3/09	7819140	10/26/10
JOINT CONSTRUCTION FOR COUPLING CONDUIT SECTIONS	Pending	13/717110	12/17/12		
MEDICAL DEVICE MOUNTING SYSTEM	Pending	13/352563	1/18/12		
METHOD AND APPARATUS FOR GALVANIZING LINEAR MATERIALS	Granted	08/608822	2/29/96	5855674	1/5/99
METHOD OF MANUFACTURING A COUPLING ASSEMBLY	Granted	12/144735	6/24/08	7726001	6/1/10
MODULAR BUILDING FRAME	Granted ³	09/468981	12/21/99	6460297	10/8/02
	Granted ⁴	10/267112	10/7/02	7992352	8/9/11
MODULAR CENTER SPINE TABLE TRAY	Granted	09/506133	2/17/00	6483025	11/19/02

¹ Allied Tube & Conduit intends to obtain inventor assignments for this patent.

² Allied Tube & Conduit intends to obtain an assignment from inventor Robert W. Major for this patent.

³ Allied Tube & Conduit is the owner of an undivided joint interest in this patent.

⁴ Allied Tube & Conduit is the owner of an undivided joint interest in this patent.

SYSTEM					
MODULAR FRAME BUILDING	Granted ⁵	08/952589	11/19/97	6003280 ⁶	12/21/99
PANEL LOCK SOLAR CLAMP	Pending	13/432308	3/28/12		
PICKET FENCE ASSEMBLY	Granted	11/296972	12/8/05	7434789	10/14/08
SUPPORT POST	Granted	29/298903	12/14/07	D624198	9/21/10
THREADLESS PIPE COUPLER	Granted	08/489106	6/9/95	5671955	9/30/97

⁵ Allied Tube & Conduit is the owner of an undivided joint interest in this patent.

⁶ Allied Tube & Conduit intends to obtain inventor assignments for this patent.