

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6274418

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ATKORE INTERNTIONAL, INC.	08/28/2020
AFC CABLE SYSTEMS, INC.	08/28/2020
ALLIED TUBE & CONDUIT CORPORATION	08/28/2020
ATKORE STEEL COMPONENTS, INC.	08/28/2020
UNISTRUT INTERNATIONAL CORPORATION	08/28/2020
WPFY, INC.	08/28/2020

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	10 S. WACKER DRIVE, 26TH FL
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 36

Property Type	Number
Patent Number:	10622120
Patent Number:	10431353
Application Number:	16802892
Patent Number:	D847097
Patent Number:	10103456
Patent Number:	10002689
Patent Number:	D742186
Patent Number:	9291370
Application Number:	13417230
Application Number:	11062710
Application Number:	10692967
Application Number:	13297313
Application Number:	13034824
Patent Number:	10535238
Patent Number:	10415616

PATENT

Property Type	Number
Patent Number:	D805881
Patent Number:	D805375
Patent Number:	9834921
Patent Number:	10203000
Patent Number:	9157574
Patent Number:	9472320
Patent Number:	8946549
Application Number:	15914278
Application Number:	15879574
Patent Number:	10320173
Patent Number:	10295094
Patent Number:	10683953
Patent Number:	9995419
Patent Number:	9920867
Application Number:	13595658
Application Number:	13167870
Patent Number:	8695218
Patent Number:	8960624
Application Number:	13432308
Application Number:	15865672
Application Number:	16369519

CORRESPONDENCE DATA

Fax Number: (714)668-6355
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.
Phone: 7146686255
Email: sunnyelee@paulhastings.com
Correspondent Name: SUNNY E. LEE
Address Line 1: 695 TOWN CENTER DRIVE, 17TH FLOOR
Address Line 2: PAUL HASTINGS LLP
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	90031-00069
NAME OF SUBMITTER:	S
SIGNATURE:	/s/ Sunny E. Lee
DATE SIGNED:	08/28/2020

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 28th day of August, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties and the Issuing Lenders and administrative agent (in such capacity, "Administrative Agent") for the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of August 28, 2020 (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among ATKORE INTERNATIONAL, INC., a Delaware corporation (together with its successors and assigns, the "Parent Borrower"), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, jointly and severally, collectively, the "Borrowers" and each individually, a "Borrower"), the several banks and other financial institutions from time to time party thereto (the "Lenders"), the issuing lenders from time to time party thereto (the "Issuing Lenders") and Wells Fargo as Collateral Agent, Administrative Agent, as swingline lender and as an Issuing Bank, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Amended and Restated Guarantee and Security Agreement, dated as of August 28, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, waived supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Guarantee and Collateral Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement of any Patent or any Patent exclusively licensed under any Patent License, including the right to receive any damages, or (ii) right to receive license fees, royalties, and other compensation under any Patent License.

3. **SECURITY FOR OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guarantee and Collateral Agreement, the Guaranty and Security Agreement shall control.

5. **COUNTERPARTS.** This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

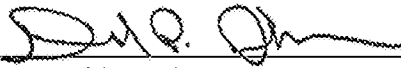
6. **GOVERNING LAW.** THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR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

[SIGNATURE PAGES FOLLOW]

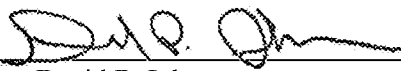
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

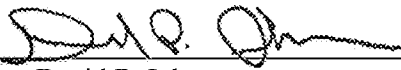
ATKORE INTERNATIONAL, INC.

By: 
Name: David P. Johnson
Title: Vice President and Chief Financial Officer

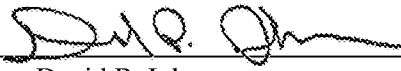
AFC CABLE SYSTEMS, INC.

By: 
Name: David P. Johnson
Title: Vice President


ALLIED TUBE & CONDUIT CORPORATION

By: 
Name: David P. Johnson
Title: Vice President

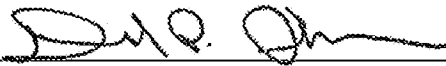
ATKORE STEEL COMPONENTS, INC.

By: 
Name: David P. Johnson
Title: Vice President

**UNISTRUT INTERNATIONAL
CORPORATION**

By: 
Name: David P. Johnson
Title: Vice President

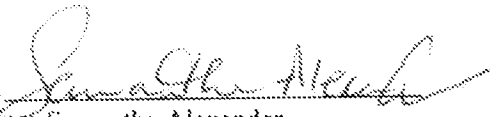
WPFY, INC.

By: 
Name: David P. Johnson
Title: Vice President

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 
Name: Samantha Alexander
Title: Managing Director

[Signature Page to Patent Security Agreement]

**PATENT
REEL: 053635 FRAME: 0241**

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Status	Application No.	Filing Date	Patent No.	Issue Date
AFC Cable Systems, Inc.	USA	METAL SHEATHED CABLE WITH JACKETED, CABLED CONDUCTOR SUBASSEMBLY	Granted	16/567215	11-Sept-2019	10622120	14-Apr-2020
AFC Cable Systems, Inc.	USA	Metal sheathed cable with jacketed, cabled conductor subassembly	Granted	15/983625	18-May-2018	10431353	1-Oct-2019
AFC Cable Systems, Inc.	USA	Metal sheathed cable with jacketed, cabled conductor subassembly	Pending	16/802892	27-Feb-2020		
AFC Cable Systems, Inc.	USA	Wire spring terminal	Granted	D/628722	07-Dec-2017	D847097	30-Apr-2019
AFC Cable Systems, Inc.	USA	Electrica spring-terminal	Granted	15/606036	26-May-2017	10103456	16-Oct-2018
AFC Cable Systems, Inc.	USA	Metal sheathed cable with jacketed, cabled conductor subassembly	Granted	14/674095	31-Mar-2015	10002689	19-Jun-2018
Atkore International, Inc.	USA	Vineyard stake	Granted	D/506585	17-Oct-2014	D742186	3-Nov-2015
Atkore International, Inc.	USA	STANDING SEAM ROOF CLAMP	Granted	14/249734	10-Apr-2014	9291370	22-Mar-2016
Atkore International, Inc.	USA	INTEGRAL COUPLING FOR JOINING CONDUIT SECTIONS	Pending	13/417230	10-Mar-2012		
Atkore International, Inc.	USA	Method & Apparatus for Connecting Loops of Barbed Tape	Pending	11062710	22-Feb-2005		
Atkore International, Inc.	USA	Retractable Barbed Barrier System	Pending	10692967	24-Oct-2003		
Atkore International, Inc.	USA	Vine Training System	Pending	13297313	16-Nov-2011		
Atkore International, Inc.	USA	Standing seam roof clamp	Pending	13/034824	25-Feb-2011		

Grantor	Country	Patent	Status	Application No.	Filing Date	Patent No.	Issue Date
Inc.							
Unistrut International Corporation	USA	Barbed tape and security sensor assembly	Granted	15/826934	30-Nov-2017	10535238	14-Jan-2020
Unistrut International Corporation	USA	Rotatable beam clamp	Granted	15/864289	08-Jan-2018	10415616	17-Sep-2019
Unistrut International Corporation	USA	Heavy duty cantilever bracket	Granted	D/580838	13-Oct-2016	D805881	26-Dec-2017
Unistrut International Corporation	USA	Heavy duty cantilever bracket	Granted	D/580839	13-Oct-2016	D805375	19-Dec-2017
Unistrut International Corporation	USA	Retrofit brace fitting	Granted	14/974753	18-Dec-2015	9834921	5-Dec-2017
Unistrut International Corporation	USA	LOCKING WASHER FOR BRACE MEMBERS	Granted	15/354071	17-Nov-2016	10203000	19-Feb-2019
Unistrut International Corporation	USA	Folded beam clamp	Granted	14/037478	23-Sept-2013	9157574	13-Oct-2015
Unistrut International Corporation	USA	METAL SHEATHED CABLE ASSEMBLY WITH NON-LINEAR BONDING/GROUNDING CONDUCTOR	Granted	13/422319	16-Mar-2012	9472320	10/18/16
Unistrut International Corporation	USA	METAL SHEATHED CABLE ASSEMBLY	Pending	13/314502	08-Dec-2011	8946549	2/3/2015
Atkore Steel Components, Inc.	USA	NON-METALLIC LIQUID-TIGHT CONDUIT CONNECTOR	Pending	15/914278	07-Mar-2018		
Atkore Steel Components, Inc.	USA	COUPLING FOR ELECTRICAL METALLIC TUBING	Pending	15/879574	25-Jan-2018		
Atkore Steel Components, Inc.	USA	Conduit support assembly	Granted	15/471746	28-Mar-2017	10320173	11-Jun-2019
Atkore Steel Components, Inc.	USA	Conduit body with super fitting	Granted	15/177005	08-Jun-2016	10295094	21-May-2019
Atkore Steel Components, Inc.	USA	Conduit Fitting Suited for Wet Locations	Granted	15/665490	01-Aug-2017	10683953	16-Jun-2020

Grantor	Country	Patent	Status	Application No.	Filing Date	Patent No.	Issue Date
Atkore Steel Components, Inc.	USA	Coupling assembly with watertight feature for securing conduits together	Granted	14/723741	28-May-2015	9995419	12-Jun-2018
Atkore Steel Components, Inc.	USA	Compression coupling assembly for securing conduits together	Granted	14/556534	01-Dec-2014	9920867	20-Mar-2018
WPFY, Inc.	USA	INDICA-MARKED ELECTRICAL CABLE	Pending	13/595658	27-Aug-2012		
WPFY, Inc.	USA	Metal sheathed cable assembly	Granted	13/314,502	08-Dec-11	8946549	03-Feb-2015
Allied Tube & Conduit Corporation	USA	Continuously Manufactured Colored Metallic Products and Method of Manufacture of Such Products	Pending	13/167870	6/24/11		
Allied Tube & Conduit Corporation	USA	JOINT CONSTRUCTION FOR COUPLING CONDUIT SECTIONS	Granted	13/717110	12/17/12	8695218	4/15/14
Allied Tube & Conduit Corporation	USA	MEDICAL DEVICE MOUNTING SYSTEM	Granted	13/352563	1/18/12	8960624	2/24/15
Allied Tube & Conduit Corporation	USA	PANEL LOCK SOLAR CLAMP	Pending	13/432308	3/28/12		
Allied Tube & Conduit Corporation	USA	RAZOR WIRE BARRIER FOR ACCESS POINT SECURITY	Pending	15/865672	9-Jan-2018		
Allied Tube & Conduit Corporation	USA	RAZOR WIRE CONTAINER WITH ACCESS OPENING	Pending	16/369519	29-Mar-2019		

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