900285729 04/09/2014

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM300928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION	FORMERLY successor in interest to Wilmington Trust FSB	04/09/2014	national banking association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Unistrut International Corporation	
Street Address:	4205 Elizabeth Street	
City:	Wayne	
State/Country:	MICHIGAN	
Postal Code:	48184	
Entity Type:	CORPORATION: NEVADA	

## **PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark		
Registration Number:	3320948	CUT-N-STRUT		
Registration Number:	862747			
Registration Number:	688160	MR. STRUT		
Registration Number:	2376739	N-1000		
Registration Number:	1274104	P1000		
Registration Number:	1496545	ROOFWALKS		
Registration Number:	1438940	TELESPAR		
Registration Number:	1953363	TELESTRUT		
Registration Number:	881999	UNI-CLIP		
Registration Number:	1172255	UNI-CUSHION		
Registration Number:	3434445	UNIPIER		
Registration Number:	3434453	UNIPIER		
Registration Number:	793173	UNISTRUT		
Registration Number:	802145	UNISTRUT		
Registration Number:	793185	UNISTRUT		
Registration Number:	591532	UNISTRUT		
Registration Number:	2608939	UNITED INTERLOCK		

## **CORRESPONDENCE DATA**

900285729

**Fax Number:** 2129096836

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

US Mail.

**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:	24079-1203
NAME OF SUBMITTER:	Steven Keslowitz
SIGNATURE:	/Steven Keslowitz/
DATE SIGNED:	04/09/2014

#### **Total Attachments: 4**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of April 9, 2014, from WILMINGTON TRUST, NATIONAL ASSOCIATION, successor in interest to Wilmington Trust FSB, having a place of business at 246 Goose Lane, Suite 105, Guilford, Connecticut 06347, as Note Collateral Agent (the "Agent") under certain of the Note Documents for the Secured Parties, to UNISTRUT INTERNATIONAL CORPORATION, a Nevada corporation having a principal place of business at 4205 Elizabeth Street, Wayne, Michigan 48184 (the "Grantor").

Capitalized terms used herein without definition are used as defined in the Indenture, dated as of December 22, 2010 (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, or the Collateral Agreement, dated as of December 22, 2010 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Note Collateral Agreement") among Holdings, the Company, certain of their subsidiaries and the Agent.

#### WITNESSETH:

WHEREAS, pursuant to that certain Note Collateral Agreement made by the Grantor in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademarks (as hereinafter defined); and

WHEREAS, the Note Notice and Confirmation of Grant of Security Interest in Trademarks was recorded in the Trademark Division of the United States Patent and Trademark Office on December 29, 2010, at Reel 4442, Frame 0536; and

WHEREAS, the 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 Note Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. <u>Trademarks</u>: The term "<u>Trademarks</u>," as used herein, shall mean all of the 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 an 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 and 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 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. <u>Release of Security Interest</u>: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.
- 3. <u>Further Assurances</u>: The Agent and, if necessary, the Trustee 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 permitted to be released pursuant to the Indenture.

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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.

> WILMINGTON TRUST, NATIONAL ASSOCIATION (successor by merger to WILMINGTON TRUST FSB), as Agent

Name: Joseph P. O'Donnell Authorized Officer

# SCHEDULE I

<u>Trademark</u>	<u>Status</u>	App. No.	File Date	Reg. No.	Reg. Date	<u>Renewal</u>
CUT-N-STRUT	Registered	78789147	11-Jan-06	3320948	23-Oct-07	23-Oct-17
MR. STRUT Design (no words)	Registered	72285597	24-Nov-67	862747	31-Dec-68	31-Dec-18
MR. STRUT (words only)	Registered	72053067	06-Jun-58	688160	17-Nov-59	17-Nov-19
N-1000	Registered	75583154	05-Nov-98	2376739	15-Aug-00	15-Aug-20
P1000	Registered	73314979	15-Jan-81	1274104	17-Apr-84	17-Apr-14
ROOFWALKS	Registered	73696046	17-Nov-87	1496545	19-Jul-88	19-Jul-18
TELESPAR	Registered	73579378	22-Jan-86	1438940	12-May-87	12-May-17
TELESTRUT	Registered	74649227	20-Mar-95	1953363	30-Jan-96	23-Jan-16
UNI-CLIP	Registered	72308333	26-Sep-68	881999	09-Dec-69	09-Dec-19
UNI-CUSHION	Registered	73255294	24-Mar-80	1172255	06-Oct-81	06-Oct-11
UNIPIER	Registered	77189472	24-May-07	3434445	27-May-08	27-May-18
UNIPIER and Design	Registered	77191680	29-May-07	3434453	27-May-08	27-May-18
UNISTRUT	Registered	72200395	21-Aug-64	793173	27-Jul-65	27-Jul-15
UNISTRUT	Registered	72200397	21-Aug-64	802145	18-Jan-66	18-Jan-16
UNISTRUT	Registered	72200396	21-Aug-64	793185	27-Jul-65	27-Jul-15
UNISTRUT	Registered	71624800	11-Feb-52	591532	22-Jun-54	22-Jun-14
UNITED INTERLOCK	Registered	76159922	06-Nov-00	2608939	20-Aug-02	20-Aug-12

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**RECORDED: 04/09/2014**