

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		12/22/2016	Foreign Banking Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	Allied Tube & Conduit Corporation		
Street Address:	16100 S. Lathrop Avenue		
City:	Harvey		
State/Country:	ILLINOIS		
Postal Code:	60426		
Entity Type:	Corporation: DELAWARE		
Name:	American Pipe & Plastics, Inc.		
Street Address:	958 Route 11		
City:	Kirkwood		
State/Country:	NEW YORK		
Postal Code:	13795		
Entity Type:	Corporation: NEW YORK		
Name:	Atkore Plastic Pipe Corporation		
Street Address:	16100 S. Lathrop Avenue		
City:	Harvey		
State/Country:	ILLINOIS		
Postal Code:	60426		
Entity Type:	Corporation: DELAWARE		
Name:	FlexHead Industries Inc.		
Street Address:	272 Duchaine Boulevard		
City:	New Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	02745		
Entity Type:	Corporation: MASSACHUSETTS		
Name:	SprinkFLEX, LLC		
Street Address:	272 Duchaine Boulevard		
City:	New Bedford		

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State/Country:	MASSACHUSETTS
Postal Code:	02745
Entity Type:	Limited Liability Company: MASSACHUSETTS
Name:	Unistrut International Corporation
Street Address:	4205 Elizabeth Street
City:	Wayne
State/Country:	MICHIGAN
Postal Code:	48184
Entity Type:	Corporation: NEVADA
Name:	WPFY, Inc.
Street Address:	272 Duchaine Boulevard
City:	New Bedford
State/Country:	MASSACHUSETTS
Postal Code:	02745
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 102

Property Type	Number	Word Mark
Registration Number:	1304677	50 55
Registration Number:	3625519	60/75
Registration Number:	4339136	A ATKORE INTERNATIONAL
Registration Number:	3645509	ABF
Registration Number:	1606445	AICKINSTRUT
Registration Number:	1350298	
Registration Number:	3394192	ALLIED TUBE & CONDUIT
Registration Number:	4604216	ATKORE INTERNATIONAL
Registration Number:	4339130	ATKORE INTERNATIONAL
Registration Number:	4339129	ATKORE INTERNATIONAL
Registration Number:	4158520	ATKORE INTERNATIONAL
Registration Number:	4158519	ATKORE INTERNATIONAL
Registration Number:	4158518	ATKORE INTERNATIONAL
Registration Number:	4064569	ATKORE INTERNATIONAL
Registration Number:	1755162	BLT
Registration Number:	2460247	CENTIPEDE
Registration Number:	3817525	COPE
Registration Number:	3817526	COPE
Registration Number:	2410372	DETAINER HOOK
Registration Number:	1681099	DYNA-FLOW
Registration Number:	1688940	DYNA-THREAD

Property Type	Number	Word Mark
Registration Number:	1657191	E-Z PULL
Registration Number:	2089626	FABLOK
Registration Number:	2887776	FIRE ALARM
Registration Number:	3307052	FLO 90
Registration Number:	862614	FLO-COAT
Registration Number:	3301319	FLO-FORM
Registration Number:	1378808	GATORSHIELD
Registration Number:	1398231	GATORSHIELD
Registration Number:	1411050	INSTABARRIER
Registration Number:	2537549	KWIK-COUPLE
Registration Number:	2749843	KWIK-FIT
Registration Number:	4013598	M-COAT
Registration Number:	1291828	MAZE
Registration Number:	1370880	POWER-STRUT
Registration Number:	3381584	QWIK-COAT
Registration Number:	1465136	QWIK-PUNCH
Registration Number:	1035183	RAZOR-RIBBON
Registration Number:	3273079	RAZOR STRAND
Registration Number:	1565430	SILENT SWORDSMAN
Registration Number:	1436068	SQUARE-FIT
Registration Number:	3397277	SS 15
Registration Number:	1079686	SS 20
Registration Number:	3180539	SS 30
Registration Number:	3350772	SS 40
Registration Number:	3339996	STUDCO
Registration Number:	1760997	SUPER 40
Registration Number:	1959487	SUPER FLO
Registration Number:	2089604	TECTRON
Registration Number:	3725505	T TECTRONTUBE
Registration Number:	3505917	
Registration Number:	904149	TOPGRIP NUT
Registration Number:	2844584	XL
Registration Number:	2755933	AM-LINER II
Registration Number:	2306060	SNAP CLIP
Registration Number:	3677382	RIDGELINE
Registration Number:	3677800	RIDGELINE
Registration Number:	1947222	FLEXHEAD
Registration Number:	2172962	FLEXHEAD

Property Type	Number	Word Mark
Registration Number:	4011729	SPRINKFLEX
Registration Number:	3953163	SPRINKFLEX
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
Registration Number:	3715075	AC-90
Registration Number:	1647967	AC-LITE
Registration Number:	1886593	AFC CABLE SYSTEMS
Registration Number:	2122562	AMERICA CABLE SYSTEMS
Registration Number:	3520199	AMERICA CABLE SYSTEMS
Registration Number:	4612162	COLORSPEC
Registration Number:	4033591	COLOR-TRAK
Registration Number:	1492988	CUSTOM CUTS
Registration Number:	1355076	(FLEX)4
Registration Number:	1594970	HCF-90
Registration Number:	1988636	HCF-LITE
Registration Number:	1328225	HOME RUN CABLE
Registration Number:	3358990	KAF-TECH
Registration Number:	3713117	MC-QUIK
Registration Number:	1414788	MC LITE
Registration Number:	3713118	MC-STAT
Registration Number:	2404265	MC TUFF
Registration Number:	3711683	MC-PLUS
Registration Number:	1907213	

Property Type	Number	Word Mark
Registration Number:	1782264	SUPER NEUTRAL CABLE
Registration Number:	1623514	TEMP-LITES
Registration Number:	1914118	THE INTELLIGENT CEILING
Registration Number:	1895560	THE INTELLIGENT FLOOR
Registration Number:	3686630	TUFF-TEMPS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 12/22/2016

Total Attachments: 9

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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of December 22, 2016, from DEUTSCHE BANK AG NEW YORK BRANCH, having a place of business at 60 Wall Street (NYC60-0266), New York, New York 10005-2836, as Collateral Agent (the "Agent") under certain of the Loan Documents for the Secured Parties, to (i) ALLIED TUBE & CONDUIT CORPORATION, a Delaware corporation having a principal place of business at 16100 S. Lathrop Avenue, Harvey, Illinois 60426, (ii) AMERICAN PIPE AND PLASTICS, INC., a New York corporation having a principal place of business at 958 Route 11, Kirkwood, NY 13795, (iii) ATKORE PLASTIC PIPE CORPORATION a Delaware corporation having a principal place of business at 16100 S. Lathrop Avenue, Harvey, Illinois 60426, (iv) FLEXHEAD INDUSTRIES, INC., a Massachusetts corporation having a principal place of business at 272 Duchaine Boulevard, New Bedford, Massachusetts 02745, (v) SPRINKFLEX, LLC, a Massachusetts limited liability company having a principal place of business at 272 Duchaine Boulevard, New Bedford, Massachusetts 02745 (vi) UNISTRUT INTERNATIONAL CORPORATION, a Nevada corporation having a principal place of business at 4205 Elizabeth Street, Wayne, Michigan 48184 and (vii) WPFY, INC., a Delaware corporation having a principal place of business at 272 Duchaine Boulevard, New Bedford, Massachusetts 02745 (each a "Grantor", and together, the "Grantors").

Capitalized terms used herein without definition are used as defined in the (i) Second Lien Credit Agreement, dated as of April 9, 2014 (as amended, restated, 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 "Second Lien Credit Agreement") among Atkore International, Inc., a Delaware corporation, as borrower (the "Borrower"), the Agent, as administrative agent, collateral agent and lender and the lenders and other parties thereto from time to time, or (ii) Second Lien Guarantee and Collateral Agreement, dated as of April 9, 2014 (as amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement") among Atkore International Holdings Inc., a Delaware corporation, the Borrower, certain of their subsidiaries, including the Grantors, and the Agent.

WITNESSETH:

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

WHEREAS, (i) the 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 April 15, 2014, at Reel 5260, Frame 0730, (ii) the 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 19, 2014, at Reel 5423, Frame 0250, (iii) the 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 April 15, 2014, at Reel 5260, Frame 0723 (iv) the 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 April 15, 2014, at Reel 5260, Frame 0753, (v) the 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 April 15, 2014, at Reel 5260, Frame 0766, (vi) the 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 April 15, 2014, at Reel 5260, Frame 0739 and (vii) the 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 April 15, 2014, at Reel 5260, Frame 0746; 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 Second Lien Guarantee and 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. Trademarks: The term “Trademarks,” as used herein, shall mean with respect to any Grantor, all of such 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 such 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 or 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 and all other rights of any kind whatsoever of such Grantor accruing thereunder 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. Release of Security Interest: 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. Further Assurances: The Agent shall, at the Grantors' 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 Second Lien Credit Agreement.


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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.

DEUTSCHE BANK AG NEW YORK
BRANCH as Agent

By: 
Name: Dusan Lazarov
Title: Director

By: 
Name: Marcus Tarkington
Title: Director

[Trademark Termination Release Signature Page]

TRADEMARK
REEL: 005951 FRAME: 0259

SCHEDULE I

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date
Allied Tube & Conduit Corporation					
50 55 Stylized	Registered	73378127	04-Aug-82	1304677	13-Nov-84
60/75	Registered	77427919	20-Mar-08	3625519	26-May-09
A ATKORE INTERNATIONAL & design	Registered	85172192	09-Nov-10	4339136	21-May-13
ABF	Registered	77320979	05-Nov-07	3645509	30-Jun-09
AICKINSTRUT	Registered	74000932	16-Nov-89	1606445	17-Jul-90
Allied Circle-Triangle Logo	Registered	73489964	16-Jul-84	1350298	23-Jul-85
ALLIED TUBE & CONDUIT	Registered	77111074	20-Feb-07	3394192	11-Mar-08
ATKORE INTERNATIONAL	Pending	86018646	24-Jul-2013	4604216	16-Sept-14
ATKORE INTERNATIONAL	Registered	85158927	22-Oct-10	4339130	21-May-13
ATKORE INTERNATIONAL	Registered	85158919	22-Oct-10	4339129	21-May-13
ATKORE INTERNATIONAL	Registered	85158914	22-Oct-10	4158520	12-Jun-12
ATKORE INTERNATIONAL	Registered	85158906	22-Oct-10	4158519	12-Jun-12
ATKORE INTERNATIONAL	Registered	85158885	22-Oct-10	4158518	12-Jun-12
ATKORE INTERNATIONAL	Registered	85158898	22-Oct-10	4064569	29-Nov-11
BLT	Registered	74294039	14-Jul-92	1755162	02-Mar-93
CENTIPEDE	Registered	75690894	26-Apr-99	2460247	12-Jun-01
COPE	Registered	77879408	24-Nov-09	3817525	13-Jul-10
COPE	Registered	77879409	24-Nov-09	3817526	13-Jul-10
DETAINDER HOOK	Registered	75788947	31-Aug-99	2410372	05-Dec-00
DYNA-FLOW	Registered	74085583	06-Aug-90	1681099	31-Mar-92
DYNA-THREAD	Registered	74160560	25-Apr-91	1688940	26-May-92
E-Z PULL	Registered	73790786	03-Apr-89	1657191	17-Sep-91
FABLOK	Registered	74665513	25-Apr-95	2089626	19-Aug-97
FIRE ALARM	Registered	78226542	17-Mar-03	2887776	21-Sep-04
FLO 90	Registered	78900348	05-Jun-06	3307052	09-Oct-07
FLO-COAT	Registered	72285181	20-Nov-67	862614	31-Dec-68
FLO-FORM	Registered	77088064	22-Jan-07	3301319	02-Oct-07
GATORSHIELD	Registered	73522625	19-Feb-85	1378808	21-Jan-86
GATORSHIELD and Design	Registered	73528737	25-Mar-85	1398231	24-Jun-86
INSTABARRIER	Registered	73582757	14-Feb-86	1411050	30-Sep-86
KWIK-COUPLE	Registered	75536075	17-Aug-98	2537549	12-Feb-02
KWIK-FIT	Registered	76422464	18-Jun-02	2749843	12-Aug-03
M-COAT	Registered	85060897	11-Jun-10	4013598	16-Aug-11
MAZE	Registered	73433077	05-Jul-83	1291828	28-Aug-84
POWER-STRUT	Registered	73527529	18-Mar-85	1370880	19-Nov-85
QWIK-COAT	Registered	77228132	12-Jul-07	3381584	12-Feb-08
QWIK-PUNCH	Registered	73630384	14-Nov-86	1465136	17-Nov-87
RAZOR-RIBBON	Registered	73040056	20-Dec-74	1035183	09-Mar-76
RAZOR-STRAND	Registered	78931472	18-Jul-06	3273079	31-Jul-07

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date
SILENT SWORDSMAN	Registered	73693161	02-Nov-87	1565430	14-Nov-89
SQUARE-FIT	Registered	73601050	27-May-86	1436068	07-Apr-87
SS 15	Registered	77088141	22-Jan-07	3397277	18-Mar-08
SS 20	Registered	73123531	21-Apr-77	1079686	20-Dec-77
SS 30	Registered	78784563	04-Jan-06	3180539	05-Dec-06
SS 40	Registered	77007268	26-Sep-06	3350772	11-Dec-07
STUDCO	Registered	78961656	28-Aug-06	3339996	20-Nov-07
SUPER 40	Registered	74295655	20-Jul-92	1760997	30-Mar-93
SUPER FLO	Registered	74242921	03-Feb-92	1959487	05-Mar-96
TECTRON	Registered	74650382	22-Mar-95	2089604	19-Aug-97
TECTRON TUBE & design	Registered	77743858	25-May-09	3725505	15-Dec-09
THE ANGLED LINE Logo	Registered	77112619	21-Feb-07	3505917	23-Sep-08
TOPGRIP NUT	Registered	72343890	18-Nov-69	904149	15-Dec-70
XL	Registered	76526337	27-Jun-03	2844584	25-May-04
American Pipe & Plastics, Inc.					
AM-LINER II	Registered	76468418	20-Nov-2002	2755933	26-Aug-2003
SNAP CLIP	Registered	75584698	06-Nov-1998	2306060	04-Jan-2000
Atkore Plastic Pipe Corporation					
RIDGELINE	Live	77440669	April 4, 2008	3,677,382	September 1, 2009
RIDGELINE	Live	77976301	April 4, 2008	3,677,800	September 1, 2009
FlexHead Industries, Inc.					
FLEXHEAD	Registered	74/417,781	7/28/1993	1,947,222	1/9/1996
FLEXHEAD	Registered	75/314,898	6/26/1997	2,172,962	7/14/1998
SprinkFLEX, LLC					
SPRINKFLEX	Registered	85/214,607	1/11/2011	4,011,729	8/16/2011
SPRINKFLEX stylized	Registered	77/843,135	10/7/2009	3,953,163	5/3/2011
Unistrut International Corporation					
CUT-N-STRUT	Registered	78789147	11-Jan-06	3320948	23-Oct-07
MR. STRUT Design (no words)	Registered	72285597	24-Nov-67	862747	31-Dec-68
MR. STRUT (words only)	Registered	72053067	06-Jun-58	688160	17-Nov-59
N-1000	Registered	75583154	05-Nov-98	2376739	15-Aug-00
PI000	Registered	73314979	15-Jan-81	1274104	17-Apr-84
ROOFWALKS	Registered	73696046	17-Nov-87	1496545	19-Jul-88
TELESPAR	Registered	73579378	22-Jan-86	1438940	12-May-87
TELESTRUT	Registered	74649227	20-Mar-95	1953363	30-Jan-96
UNI-CLIP	Registered	72308333	26-Sep-68	881999	09-Dec-69
UNI-CUSHION	Registered	73255294	24-Mar-80	1172255	06-Oct-81
UNIPIER	Registered	77189472	24-May-07	3434445	27-May-08
UNIPIER and Design	Registered	77191680	29-May-07	3434453	27-May-08
UNISTRUT	Registered	72200395	21-Aug-64	793173	27-Jul-65
UNISTRUT	Registered	72200397	21-Aug-64	802145	18-Jan-66
UNISTRUT	Registered	72200396	21-Aug-64	793185	27-Jul-65
UNISTRUT	Registered	71624800	11-Feb-52	591532	22-Jun-54
UNITED INTERLOCK	Registered	76159922	06-Nov-00	2608939	20-Aug-02

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date
WPFY, Inc.					
AC-90	Registered	77726387	30-Apr-09	3715075	24-Nov-09
AC-LITE	Registered	74040024	19-Mar-90	1647967	18-Jun-91
AFC CABLE SYSTEMS	Registered	74451176	26-Oct-93	1886593	28-Mar-95
AMERICA CABLE SYSTEMS	Registered	75168596	19-Sep-96	2122562	16-Dec-97
AMERICA CABLE SYSTEMS	Registered	77430965	25-Mar-08	3520199	21-Oct-08
COLORSPEC	Pending	85950569	04-Jun-13	4612162	30-Sept-14
COLOR-TRAK	Registered	85086166	16-Jul-10	4033591	04-Oct-11
CUSTOM CUTS	Registered	73692210	23-Oct-87	1492988	21-Jun-88
FLEX 4 (stylized)	Registered	73494446	13-Aug-84	1355076	20-Aug-85
HCF-90	Registered	73783546	27-Feb-89	1594970	08-May-90
HCF-LITE	Registered	74717357	18-Aug-95	1988636	23-Jul-96
HOME RUN CABLE	Registered	73481404	21-May-84	1328225	02-Apr-85
KAF-TECH	Registered	77151619	09-Apr-07	3358990	25-Dec-07
MC-QUIK	Registered	77573428	18-Sep-08	3713117	17-Nov-09
MC LITE	Registered	73554337	19-Aug-85	1414788	28-Oct-86
MC STAT	Registered	77573442	18-Sep-08	3713118	17-Nov-09
MC TUFF	Registered	75876422	20-Dec-99	2404265	14-Nov-00
MC-PLUS	Registered	77713084	14-Apr-09	3711683	17-Nov-09
Miscellaneous Design (AFC logo) (eagle)	Registered	74566575	29-Aug-94	1907213	25-Jul-95
SUPER NEUTRAL CABLE	Registered	74315526	21-Sep-92	1782264	13-Jul-93
TEMP-LITES	Registered	74026965	8-Feb-90	1623514	20-Nov-09
THE INTELLIGENT CEILING	Registered	74390582	14-May-93	1914118	22-Aug-95
THE INTELLIGENT FLOOR	Registered	74390581	14-May-93	1895560	23-May-95
TUFF-TEMPS	Registered	77223546	06-Jul-07	3686630	22-Sep-09