

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clopay Building Products Company, Inc.		07/02/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JP Morgan Chase Bank, N.A.
Street Address:	270 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10117
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Serial Number:	77151778	AMERICA'S FAVORITE DOORS
Serial Number:	77418448	STONE MANOR
Serial Number:	78674379	EXPRESSIONS SERIES
Registration Number:	0972165	HOLMES
Registration Number:	0978383	PHENIX
Registration Number:	1774905	CLOPAY
Registration Number:	1775234	CLOPAY
Registration Number:	1775235	CLOPAY
Registration Number:	1777639	CLOPAY
Registration Number:	1824081	PRO SERIES
Registration Number:	1824412	PRO SERIES
Registration Number:	1829560	PRO SERIES
Registration Number:	2023571	IDEAL DOOR

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Registration Number:	2029912	IDEAL DOOR
Registration Number:	2196264	WINDCODE
Registration Number:	2248825	WE LOOK RIGHT AT HOME
Registration Number:	2248826	WE LOOK RIGHT AT HOME
Registration Number:	2319412	WEATHERSTOP
Registration Number:	2520149	HOLMESHELPS
Registration Number:	2520150	HOLMESHELPS
Registration Number:	2653845	HOLMES GARAGE DOOR COMPANY
Registration Number:	2653846	HOLMES GARAGE DOOR COMPANY
Registration Number:	2681946	SAFE-T-TRACK
Registration Number:	2681947	SAFE-T-ROLLER
Registration Number:	2689474	SAFE-T-HINGE
Registration Number:	2779003	SAFE-T-BRACKET
Registration Number:	2833020	SAFE-T-SYSTEM
Registration Number:	2864842	AMERICA'S FAVORITE GARAGE DOORS
Registration Number:	2903131	AMERICA'S FAVORITE GARAGE DOORS
Registration Number:	2948001	THE LOOK OF WOOD, THE EASE OF STEEL
Registration Number:	2991962	EZ-SET
Registration Number:	3040596	COACHMAN
Registration Number:	3045163	COACHMAN
Registration Number:	3096656	BRILLIANCE
Registration Number:	3153473	IDEAL DOOR
Registration Number:	3176445	IDEAL DOOR
Registration Number:	3180264	DESIGNER ETCHINGS
Registration Number:	3180331	PORTFOLIO
Registration Number:	3180332	PORTFOLIO
Registration Number:	3227269	GALLERY
Registration Number:	3246761	RESERVE
Registration Number:	3264511	CLOPAY
Registration Number:	3291845	ARTISTRY
Registration Number:	3295136	SETTLERS
Registration Number:	3297470	CLOPAY
Registration Number:	3341661	CLOPAY
Registration Number:	3353905	CLOPAY
Registration Number:	3399628	LODGEWOOD

Registration Number:	3403102	EXPRESSIONS
Registration Number:	3412107	GRAND HARBOR

CORRESPONDENCE DATA

Fax Number: (650)251-5002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-251-6108
Email: jnull@stblaw.com
Correspondent Name: Marcela Robledo
Address Line 1: 2550 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1404
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/JJM/
Date:	07/07/2008

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 26, 2008 is made by CLOPAY BUILDING PRODUCTS COMPANY, INC., a Delaware corporation, located at 8585 Duke Blvd., Mason, OH 45040 (the "Grantor"), in favor of JP MORGAN CHASE BANK, N.A., located at 270 Park Avenue, 44th floor, Mailcode: NY1-K855, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of June 26, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Clopay Building Products Company, Inc., a Delaware corporation, Clopay Plastic Products Company, Inc., a Delaware corporation ("Borrowers"), the Agent and the other Loan Parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain other subsidiaries of the Borrowers have executed and delivered a Pledge and Security Agreement, dated as of June 26, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Pledge Agreement");

WHEREAS, pursuant to the Pledge Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; 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 Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, 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 Credit Agreement and the Pledge Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Pledge Agreement and is expressly subject to the terms and conditions thereof. The Pledge 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 Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge Agreement, the terms of the Pledge Agreement shall govern.

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.

[Signature Pages Follow]

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.

CLOPAY BUILDING PRODUCTS COMPANY, INC.

By: 

Name: David E. Troller

Title: Secretary

Date: June 20, 2008

[Signature Page to Trademark Rights Security Agreement – Clopay Building Products Company, Inc.]

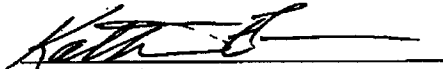
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TRADEMARK
REEL: 003810 FRAME: 0609

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ohio)
) ss
COUNTY OF WARRE)

On the 20th day of June, 2008, before me personally came David E. Troller, who is personally known to me to be the Secretary of CLOPAY BUILDING PRODUCTS COMPANY, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

KATHERINE R. EDMAN
NOTARY PUBLIC-STATE OF OHIO
My Commission Expires
October 27, 2008

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Trademark Rights Security Agreement – Clopay Building Products Company, Inc.]

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TRADEMARK
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JP MORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: *[Handwritten Signature]*
Name: *[Handwritten Name]*
Title: *[Handwritten Title]*
Date: *[Handwritten Date]*

[Signature Page to Trademark Rights Security Agreement – Clopay Building Products Company, Inc.]

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TRADEMARK
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ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) SS
COUNTY OF Kings)



On the 2nd day of July, 2008, before me personally came Michelle C. [Signature], who is personally known to me to be the SP of JP MORGAN CHASE BANK, N.A.; who, being duly sworn, did depose and say that she/he is the SP in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Amy K. Steck
Notary Public July 2nd, 2008

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Trademark Rights Security Agreement – Clopay Building Products Company, Inc.]

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SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Trademark Reg. or Appl. No.</u>
AMERICA'S FAVORITE DOORS	77/151,778
STONE MANOR	77/418,448
EXPRESSIONS SERIES Logo	78/674,379
HOLMES & Design	972,165
PHENIX	978,383
CLOPAY & Design	1,774,905
CLOPAY & Design	1,775,234
CLOPAY	1,775,235
CLOPAY	1,777,639
PRO SERIES	1,824,081
PRO SERIES	1,824,412
PRO SERIES	1,829,560
IDEAL DOOR	2,023,571
IDEAL DOOR	2,029,912
WINDCODE	2,196,264
WE LOOK RIGHT AT HOME	2,248,825
WE LOOK RIGHT AT HOME	2,248,826
WEATHERSTOP	2,319,412
HOLMESHELPS & Design	2,520,149
HOLMESHELPS	2,520,150
HOLMES GARAGE DOOR COMPANY	2,653,845
HOLMES GARAGE DOOR COMPANY	2,653,846
SAFE-T-TRACK	2,681,946
SAFE-T-ROLLER	2,681,947
SAFE-T-HINGE	2,689,474
SAFE-T-BRACKET	2,779,003
SAFE-T-SYSTEM	2,833,020
AMERICA'S FAVORITE GARAGE DOORS	2,864,842
AMERICA'S FAVORITE GARAGE DOORS	2,903,131
THE LOOK OF WOOD, THE EASE OF STEEL	2,948,001
EZ-SET	2,991,962
COACHMAN	3,040,596

COACHMAN & DESIGN	3,045,163
BRILLIANCE	3,096,656
IDEAL DOOR & DESIGN	3,153,473
IDEAL DOOR & DESIGN	3,176,445
DESIGNER ETCHINGS	3,180,264
PORTFOLIO	3,180,331
PORTFOLIO	3,180,332
GALLERY	3,227,269
RESERVE	3,246,761
CLOPAY	3,264,511
ARTISTRY	3,291,845
SETTLERS	3,295,136
CLOPAY	3,297,470
CLOPAY	3,341,661
CLOPAY	3,353,905
LODGEWOOD	3,399,628
EXPRESSIONS	3,403,102
GRAND HARBOR	3,412,107

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RECORDED: 07/07/2008

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