

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
Telephonics Corporation		03/18/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3765468	WINDTALKER
Registration Number:	3180157	TRANSITWATCH
Registration Number:	3023097	THREATSTALKER
Registration Number:	3218558	TRULINK
Serial Number:	77412295	NETCOM
Registration Number:	2557989	TELEPHONICS
Registration Number:	2992995	NANOCELL
Registration Number:	2143378	AEROTRAC
Registration Number:	1862373	TLSI
Registration Number:	1863076	SKY SEARCH-2000
Registration Number:	1828812	SURE-COMM
Registration Number:	0842756	PRD

CORRESPONDENCE DATA

900189994

TRADEMARK
 REEL: 004526 FRAME: 0710

OP \$315.00 3765468

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ATTORNEY DOCKET NUMBER:	509265/1574
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	04/21/2011

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 18, 2011 is made by Telephonics Corporation, a Delaware corporation (the "Grantor"), with offices at 815 Broad Hollow Road, Farmingdale, NY 11735, in favor of JPMORGAN CHASE BANK, N.A., a national banking association with an address at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (in such capacity, the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 18, 2011 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Griffon Corporation (the "Borrower"), the Lenders and the Administrative Agent.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of March 18, 2011 (as amended and restated from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Secured Parties, 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 extensions of credit to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and grants to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under the Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto).

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 Administrative Agent for the benefit of the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including, without limitation, 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral 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.

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.

[Signature Pages Follow]

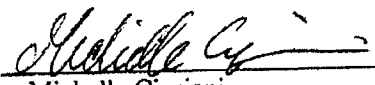
TELEPHONICS CORPORATION.

By *D. Nocera*
Name: Dominick Nocera
Title: Senior Vice President and
Chief Financial Officer

[Intellectual Property Security Agreement]

TRADEMARK
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JPMORGAN CHASE BANK, N.A.

By: 
Name: Michelle Cipriani
Title: Vice President

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 004526 FRAME: 0716

SCHEDULE A

U.S. Trademark Registrations and Applications

SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK	STATUS
78720583	3765468	Windtalker	Registered
78723953	3180157	TransitWATCH	Registered
78396244	3023097	ThreatSTALKER	Registered
78348273	3218558	Trulink	Registered
77412295	Pending	Netcom	Registered
76046225	2557989	Telephonics	Registered
76977249	2992995	Nanocell	Registered
75115307	2143378	Aerotrac	Registered
74455321	1862373	TLSI	Registered
74322971	1863076	Sky Search-2000	Registered
74320501	1828812	Sure-Comm	Registered
72236169	0842756	PRD	Registered