

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ames True Temper, Inc.		05/16/2013	CORPORATION: DELAWARE
Telephonics Corporation		05/16/2013	CORPORATION: DELAWARE
Clopay Building Products Company, Inc.		05/16/2013	CORPORATION: DELAWARE
ATT Southern, Inc.		05/16/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Serial Number:	85627909	AMES
Serial Number:	85705158	AMES EAGLE
Registration Number:	4205429	AUTO-TRACK
Serial Number:	85574164	BOTANICA
Registration Number:	4189453	DYNAMIC DESIGN
Registration Number:	4119890	ERGOLOOP
Registration Number:	4255290	HDR
Serial Number:	85621472	HDR PRIME
Serial Number:	85446442	LEAK-NO-MORE
Serial Number:	85668977	MADE IN USA
Registration Number:	3986734	RAZOR-BACK

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Serial Number:	85710842	RAZOR-BACK
Serial Number:	85710860	RAZOR-BACK
Registration Number:	4169061	TOTAL CONTROL
Serial Number:	85553169	TRUE AMERICAN
Serial Number:	85609989	TRUE AMERICAN
Serial Number:	85615378	TRUE AMERICAN
Serial Number:	85615410	TRUE AMERICAN
Serial Number:	85978690	TRUE AMERICAN
Serial Number:	85978852	TRUE AMERICAN
Registration Number:	4224943	TRUE TEMPER MASTER GARDENER
Registration Number:	2928529	TLSI SILICON DRIVEN
Registration Number:	4308299	RAVEN
Registration Number:	4264523	AFFINITY
Registration Number:	4238243	AMERICA'S FAVORITE DOORS
Serial Number:	85756437	ARBOR GROVE
Serial Number:	85624013	DEFEND-R
Serial Number:	85624008	ECOTECH
Registration Number:	1945211	HOLMES
Serial Number:	85624022	INTELLICORE
Serial Number:	85714807	INTELLICORE
Serial Number:	85477928	MYDOOR
Serial Number:	85597360	SOUTHERN PATIO

**CORRESPONDENCE DATA**

Fax Number: 2124552502  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (212) 455-7106  
Email: ksolomon@stblaw.com  
Correspondent Name: Jennifer Albrecht, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1547
NAME OF SUBMITTER:	Jennifer Albrecht
Signature:	/ja/

06/10/2013

**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 May 16, 2013 is made by Ames True Temper, Inc., Telephonics Corporation, Clopay Building Products Company, Inc., and ATT Southern, Inc. (each a "Grantor" and collectively, the "Grantors"), 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have 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 Grantors have 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 Grantors have 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 Borrower pursuant to the Credit Agreement, the Grantors agree, 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 Grantors hereby grant 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), provided, however, that for the purpose of

this Agreement, "Trademarks" shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the U.S. Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use application shall be included in the definition of Trademark.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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. The Grantors do 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.

AMES TRUE TEMPER, INC.

By: Thomas D. Gibbons  
Name: Thomas D. Gibbons  
Title: Treasurer

TELEPHONICS CORPORATION

By: D. Notera  
Name: D. Notera  
Title: Chief Financial Officer

CLOPAY BUILDING PRODUCTS COMPANY,  
INC.

By: Thomas D. Gibbons  
Name: Thomas D. Gibbons  
Title: Treasurer


ATT SOUTHERN, INC.

By: Thomas D. Gibbons  
Name: Thomas D. Gibbons  
Title: Treasurer

[Signature page to Trademark Security Agreement]

TRADEMARK  
REEL: 005044 FRAME: 0632

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Alicia Schreiberstein  
Title: Vice President

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005044 FRAME: 0633**

**SCHEDULE A**

**U.S. Trademark Applications and Registrations**

<b>Trademark</b>	<b>Reg. #</b>	<b>Appl. #</b>	<b>Owner</b>
AMES	N/A	85627909	Ames True Temper, Inc.
AMES EAGLE	N/A	85705158	Ames True Temper, Inc.
AUTO-TRACK	4,205,429	85531740	Ames True Temper, Inc.
BOTANICA	N/A	85574164	Ames True Temper, Inc.
DYNAMIC DESIGN & Design	4,189,453	85435541	Ames True Temper, Inc.
ERGOLOOP	4,119,890	85506306	Ames True Temper, Inc.
HDR	4,255,290	85535513	Ames True Temper, Inc.
HDR PRIME	N/A	85621472	Ames True Temper, Inc.
LEAK-NO-MORE	N/A	85446442	Ames True Temper, Inc.
MADE IN USA LOGO (VERSION 1)	N/A	85668977	Ames True Temper, Inc.
RAZOR-BACK	3,986,734	77981902	Ames True Temper, Inc.
RAZOR-BACK (STRIKING TOOL EXPANSION)	N/A	85710842	Ames True Temper, Inc.
RAZOR-BACK AND HOGS HEAD DESIGN (STRIKING TOOL EXPANSION)	N/A	85710860	Ames True Temper, Inc.
TOTAL CONTROL	4,169,061	85299534	Ames True Temper, Inc.
True American	N/A	85553169	Ames True Temper, Inc.
True American	N/A	85609989	Ames True Temper, Inc.
True American	N/A	85615378	Ames True Temper, Inc.
True American	N/A	85615410	Ames True Temper, Inc.
True American	N/A	85978690	Ames True Temper, Inc.
True American	N/A	85978852	Ames True Temper, Inc.
TRUE TEMPER MASTER GARDENER	4,224,943	85544729	Ames True Temper, Inc.
TLSI SILICON DRIVEN	2,928,529	76537409	Telephonics Corporation
RAVEN	4,308,299	85672745	Telephonics Corporation
AFFINITY	4,264,523	85624033	Clopay Building Products Company, Inc.
AMERICA'S FAVORITE DOORS	4,238,243	85164654	Clopay Building Products Company, Inc.
ARBOR GROVE	N/A	85756437	Clopay Building Products Company, Inc.
DEFEND-R	N/A	85624013	Clopay Building Products Company, Inc.
ECOTECH	N/A	85624008	Clopay Building Products Company, Inc.
Holmes	1,945,211	74555839	Clopay Building Products Company, Inc.
INTELLICORE	N/A	85624022	Clopay Building Products Company, Inc.
INTELLICORE w/design	N/A	85714807	Clopay Building Products



Trademark	Reg. #	Appl. #	Owner
			Company, Inc.
MYDOOR	N/A	85477928	Clopay Building Products Company, Inc.
SOUTHERN PATIO (Word Mark) (Expansion)	N/A	85597360	ATT Southern, Inc.

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