

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461085

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A., as Administrative Agent		02/06/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clopay Plastic Products Company, Inc.		
<b>Street Address:</b>	8585 Duke Blvd.		
<b>City:</b>	Mason		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45050		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74160952	EASIFLEX	
<b>Serial Number:</b>	77010466	ELASTIPRO	
<b>Serial Number:</b>	73763078	ELASTOFLEX	
<b>Serial Number:</b>	73344450	MICROFLEX	
<b>Serial Number:</b>	78826407	MICROPRO	
<b>Serial Number:</b>	74712174	SOF-FLEX	
<b>Serial Number:</b>	72295113	TAFF-A-FLEX	
<b>Serial Number:</b>	73278593	VELVAFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<i>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.</i>			
<b>Phone:</b>	3142592000		
<b>Email:</b>	susan.murphy@bryancave.com		
<b>Correspondent Name:</b>	Bryan Cave LLP		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	0561548		

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<b>NAME OF SUBMITTER:</b>	Gretchen E. von Dwingelo
<b>SIGNATURE:</b>	/Gretchen E. von Dwingelo/
<b>DATE SIGNED:</b>	02/06/2018
<b>Total Attachments: 4</b> source=Release of Security Interest#page1.tif source=Release of Security Interest#page2.tif source=Release of Security Interest#page3.tif source=Release of Security Interest#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), effective as of February 6, 2018, is made by JPMORGAN CHASE BANK, N.A., a national banking association with an address at 270 Park Avenue, 44th Floor, New York, NY 10017, 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, to Clopay Plastic Products Company, Inc., a Delaware corporation with offices at 8585 Duke Blvd., Mason, OH 45050 ("Clopay").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of March 18, 2011 (as further amended, supplemented or otherwise modified from time to time), made by the Grantors (as defined therein) in favor of the Administrative Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Administrative Agent in certain Collateral, including certain Trademarks (the "Trademark Collateral");

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of March 18, 2011, among the Administrative Agent and Clopay (the "Security Agreement"), Clopay, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Administrative Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("USPTO") on April 21, 2011, at Reel 004526 and Frame 0742; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral granted by Clopay;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void. This Termination and Release of Trademark Collateral does not terminate, release or discharge the Administrative Agent's security interest in any intellectual property or any other asset of the Grantors other than the Trademarks set forth on Schedule A hereto.

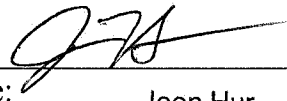
3. Recordation. The Administrative Agent hereby authorizes the Grantor or any of its respective authorized representatives to file this Termination and Release with the USPTO or any other applicable governmental office. The Administrative Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Termination and Release.

4. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.  
As Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: Joon Hur  
Vice President

Schedule A

Issued U.S. Trademarks

<b>Trademark</b>	<b>App. #</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Reg No.</b>
EASIFLEX	74/160952	4/26/1991	3/3/1992	1,677,629
ELASTIPRO	77/010466	9/29/2006	12/30/2008	3,554,563
ELASTOFLEX	73/763078	12/18/1990	12/18/1990	1,628,321
MICROFLEX	73/344450	1/26/1982	2/22/1983	1,228,476
MICROPRO	78/826407	3/1/2006	8/31/2010	3,843,193
SOF-FLEX	74/712174	8/7/1995	7/9/1996	1,985,689
TAFF-A-FLEX	72/295113	4/8/1968	2/10/1970	885,662
VELVAFLEX	73/278593	9/22/1980	7/20/1982	1,202,026