

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476588

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT 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>
CORNELLCOOKSON, LLC		06/04/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>Internal Address:</b>	19TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1063724	C COOKSON	
<b>Registration Number:</b>	1142357	"FIREFLY"	
<b>Registration Number:</b>	2211383	SPECTRASHIELD	
<b>Registration Number:</b>	2289942	SMOKESHIELD	
<b>Registration Number:</b>	2323006	CORNELL IRON WORKS	
<b>Registration Number:</b>	2385528	MATADOOR	
<b>Registration Number:</b>	2497183	LITETOUCH	
<b>Registration Number:</b>	2635264	VISIONAIRE	
<b>Registration Number:</b>	2645754	THERMISER	
<b>Registration Number:</b>	2751685	SENTRYGATE	
<b>Registration Number:</b>	2863486	CROSSINGGARD	
<b>Registration Number:</b>	2907079	AXCESS	
<b>Registration Number:</b>	3137103	TRANZFORM	
<b>Registration Number:</b>	3855645	CORNELL	
<b>Registration Number:</b>	3990465	KONTROL	
<b>Registration Number:</b>	3996098	EXTREME	
<b>Registration Number:</b>	3996245	CYCLE-MASTER	
<b>Registration Number:</b>	4313071	WIND-MASTER	
<b>TRADEMARK</b>			

CH \$940.00 1063724

Property Type	Number	Word Mark
Registration Number:	4672809	THERMISER MAX
Registration Number:	4676408	TEMP-MASTER
Registration Number:	4783544	TEMP-PRO
Registration Number:	4845374	THE DOOR TO BUILDING EXCELLENCE
Registration Number:	4876244	PREFERRED DOOR SOLUTIONS
Registration Number:	4917888	INNOVATIVE DOOR SOLUTIONS
Registration Number:	5000017	ALARMGARD
Registration Number:	5048849	CORNELLCOOKSON
Registration Number:	5104526	RAPIDRESPONSE
Serial Number:	86444638	PROTECTPRO
Registration Number:	5291850	APEX SMARTCONTROLLER
Registration Number:	5402452	ATMOSHIELD
Serial Number:	87068976	LOCK AND DROP
Serial Number:	87397649	MICROCOIL
Serial Number:	87397674	CONTROLGARD
Registration Number:	5402453	SMOKESHIELD
Serial Number:	87662292	COOKSON
Serial Number:	87645584	STEELWEAVE
Serial Number:	87850037	STORMDEFENDER

**CORRESPONDENCE DATA**

**Fax Number:** 6502515002

*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:** (650) 251-5027

**Email:** ksolomon@stblaw.com

**Correspondent Name:** MARCELA ROBLEDO, ESQ.

**Address Line 1:** SIMPSON THACHER & BARTLETT LLP

**Address Line 2:** 2475 HANOVER STREET

**Address Line 4:** PALO ALTO, CALIFORNIA 94304

**ATTORNEY DOCKET NUMBER:** 509265/1574

**NAME OF SUBMITTER:** MARCELA ROBLEDO

**SIGNATURE:** /MR/

**DATE SIGNED:** 06/04/2018

**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 June 4, 2018 is made by CORNELLCOOKSON, LLC, a Delaware limited liability company with an address at 712 Fifth Avenue, 18th Floor, New York, New York 10019 ( "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association with an address at 10 South Dearborn, 19th Floor, Chicago, IL 60603, 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 Third Amended and Restated Credit Agreement, dated as of March 22, 2016 (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 Borrower and certain of its Affiliates (other than the Grantor) entered into the Guarantee and Collateral Agreement, dated as of March 18, 2011 (as amended by the Amendment to Guarantee and Collateral Agreement, dated as of March 28, 2013, and as further amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Grantor to become party to the Guarantee and Collateral Agreement and, pursuant to the Assumption Agreement, dated as of June 4, 2018, the Grantor became party to the Guarantee and Collateral Agreement as a Grantor thereunder, with the same force and effect as if originally named therein as a Grantor; and

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 Borrower 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 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), 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.

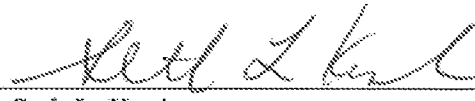
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of 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. The 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.

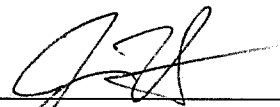
CORNELLCOOKSON, LLC

By:   
Name: Seth L. Kaplan  
Title: Vice President and Assistant Secretary

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006348 FRAME: 0831**

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

By:   
Name: Joon Hur  
Title: Executive Director

**SCHEDULE A**

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

<u>Owner</u>	<u>Trademarks</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
CornellCookson, LLC	C COOKSON (stylized)	73,093,870/ 1,063,724	April 19, 1977
CornellCookson, LLC	FIREFLY (stylized)	73,209,190/ 1,142,357	Dec. 9, 1980
CornellCookson, LLC	ATLAS (stylized)	0609063/ TMA365215 (Canada)	Feb. 9, 1990
CornellCookson, LLC	ATLAS DOOR CO. LTD.	0644697/ TMA384255 (Canada)	May 10, 1991
CornellCookson, LLC	ATLAS ROLL-LITE	0721746/ TMA439442 (Canada)	Feb. 17, 1995
CornellCookson, LLC	SPECTRASHIELD	74,731,334/ 2,211,383	Dec. 15, 1998
CornellCookson, LLC	SMOKESHIELD	75,448,812/ 2,289,942	Nov. 2, 1999
CornellCookson, LLC	CORNELL IRON WORKS (stylized)	75,460,390/ 2,323,006	Feb. 29, 2000
CornellCookson, LLC	MATADOOR	75,814,423/ 2,385,528	Sept. 12, 2000
CornellCookson, LLC	LITETOUCH	76,022,961/ 2,497,183	Oct. 9, 2001
CornellCookson, LLC	VISIONAIRE	76,377,075/ 2,635,264	Oct. 15, 2002
CornellCookson, LLC	THERMISER	76,377,076/ 2,645,754	Nov. 5, 2002
CornellCookson, LLC	SENTRYGATE	76,118,792/ 2,751,685	Aug. 19, 2003
CornellCookson, LLC	CROSSINGGARD	76,500,924/ 2,863,486	July 13, 2004
CornellCookson, LLC	AXCESS	76,500,923/ 2,907,079	Nov. 30, 2004
CornellCookson, LLC	TRANZFORM	78,561,624/ 3,137,103	Aug. 29, 2006
CornellCookson, LLC	CORNELL	77,810,344/ 3,855,645	Oct. 5, 2010
CornellCookson, LLC	KONTROL	77,628,580/ 3,990,465	July 15, 2011
CornellCookson, LLC	EXTREME	85,029,923/ 3,996,098	July 19, 2011
CornellCookson, LLC	CYCLE-MASTER	85,050,636/ 3,996,245	July 19, 2011
CornellCookson, LLC	WIND-MASTER	85,704,710/ 4,313,071	Apr 2, 2013
CornellCookson, LLC	Thermiser Max	86103252 / 4672809	Jan 13, 2015



<u>Owner</u>	<u>Trademarks</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
CornellCookson, LLC	Temp-Master	86103303 / 4676408	Jan 20, 2015
CornellCookson, LLC	Temp-Pro	86429763 / 4783544	July 28, 2015
CornellCookson, LLC	The Door to Building Excellence	86576952 / 4845374	Nov 3, 2015
CornellCookson, LLC	Preferred Door Solutions	86629154 / 4876244	Dec 22, 2015
CornellCookson, LLC	Innovative Door Solutions	86576972 / 4917888	Mar 15, 2016
CornellCookson, LLC	AlarmGard	86727559 / 5000017	July 12, 2016
CornellCookson, LLC	CornellCookson	86906222 / 5048849	Sept 27, 2016
CornellCookson, LLC	RapidResponse	87026014 / 5104526	Dec 20, 2016
CornellCookson, LLC	PROTECTPRO	86444638	Application date Nov. 4, 2014
CornellCookson, LLC	Apex SmartController	86872720 / 5291850	Sept. 19, 2017
CornellCookson, LLC	AtmoShield	87068945 / 5402452	Feb. 13, 2018
CornellCookson, LLC	Lock and Drop	87068976	Application Date June 13, 2016
CornellCookson, LLC	MicroCoil	87397649	Application Date Apr 4, 2017
CornellCookson, LLC	ControlGard	87397674	Application Date Apr 4, 2017
CornellCookson, LLC	SmokeShield (Fabric)	87068985 / 5402453	Feb. 13, 2018
CornellCookson, LLC	Cookson	87662292	Application Date Oct. 27, 2017
CornellCookson, LLC	SteelWeave	87645584	Application Date Oct. 13, 2017
CornellCookson, LLC	StormDefender	87850037	Application Date March 26, 2018