

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559650

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clopay Corporation		01/30/2020	Corporation: DELAWARE
Telephonics Corporation		01/30/2020	Corporation: DELAWARE
The Ames Companies, Inc.		01/30/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	101 N. Tryon St., 5th Floor
<b>Internal Address:</b>	Mail code: NC1-001-05-45
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5830272	SAFE-T-SHIELD
<b>Registration Number:</b>	5916149	SKYSEARCH
<b>Serial Number:</b>	88380013	
<b>Registration Number:</b>	5909236	TOUGHSTRIKE
<b>Registration Number:</b>	4918550	HARPER EST. 1900
<b>Registration Number:</b>	5933267	QUIETFLEX

## CORRESPONDENCE DATA

Fax Number: 8009144240

*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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
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TRADEMARK

<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	01/30/2020
<b>Total Attachments: 6</b> source=05. Griffon - Trademark Security Agreement Supplement#page1.tif source=05. Griffon - Trademark Security Agreement Supplement#page2.tif source=05. Griffon - Trademark Security Agreement Supplement#page3.tif source=05. Griffon - Trademark Security Agreement Supplement#page4.tif source=05. Griffon - Trademark Security Agreement Supplement#page5.tif source=05. Griffon - Trademark Security Agreement Supplement#page6.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Clipay Corporation
- 2. Telephonics Corporation
- 3. The Ames Companies, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: 1. DE; 2. DE; 3. DE  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) January 30, 2020

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Street Address: 101 N. Tryon St., 5th Floor, Mail code: NC1-001-05-45

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP,  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

January 30, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 30, 2020 is made by Clopay Corporation, Telephonics Corporation, and The Ames Companies, Inc. (each a “Grantor” and collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., a national banking association with an address at 2380 Performance Drive, Building C, Mail Code: TX2-984-03-26, Richardson, TX 75082, 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 Fourth Amended and Restated Credit Agreement, dated as of January 30, 2020 (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.

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered 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, as further amended by the Second Amendment to Guarantee and Collateral Agreement, dated as of June 2, 2017, 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, 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, pursuant to the Guarantee and Collateral Agreement, the Grantors have agreed to grant to the Administrative Agent for the benefit of the Secured Parties, a security interest in any after-acquired 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.

CLOPAY CORPORATION

By: 

Name: Thomas D. Gibbons

Title: Vice President and Treasurer

TELEPHONICS CORPORATION

By: 

Name: Seth L. Kaplan

Title: Executive Vice President and Assistant Secretary

THE AMES COMPANIES, INC.

By: 

Name: Thomas D. Gibbons

Title: Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006850 FRAME: 0737**

BANK OF AMERICA, N.A., as  
Administrative Agent

By:   
Name: Gayn Shak  
Title: Assistant Vice President

**SCHEDULE A**

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

<b>Owner [New Name]</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
<b>Clopay Corporation</b>	<b>SAFE-T-SHIELD</b>	88159944 10/18/2018	5830272 08/06/2019
<b>Telephonics Corporation</b>	<b>SKYSEARCH</b>	88090348 08/23/2018	5916149 11/19/2019
<b>The Ames Companies, Inc.</b>	<b>DESIGN ONLY</b>	88380013 04/10/2019	N/A
<b>The Ames Companies, Inc.</b>	<b>TOUGHSTRIKE</b>	87931723 05/22/2018	5909236 11/12/2019
<b>The Ames Companies, Inc.</b>	<b>HARPER EST. 1900</b>	86010354 07/15/2013	4918550 03/15/2016
<b>Clopay Corporation</b>	<b>QUIETFLEX</b>	88/159944 8/8/2018	5933267 12/10/2019
<b>Telephonics Corporation</b>	<b>SKYSEARCH</b>	88090348 08/23/2018	5916149 11/19/2019