

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/17/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Telephonics Corporation		
Trading As:			
Street Address:	815 BroadHollow Road		
City:	Farmingdale		
State/Country:	NEW YORK		
Postal Code:	11735		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4994303	SEG INTELLIGENCE APPLIED	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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>			
Phone:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Noah A. Shier		
Address Line 1:	Dechert LLP		
Address Line 2:	1095 AVE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	Project Griffon 174559		
NAME OF SUBMITTER:	Noah Shier		
SIGNATURE:	/Noah Shier/		
DATE SIGNED:	12/21/2020		
Total Attachments: 4			
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CONFIDENTIAL

NOTICE TO PARTIAL RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of December 17, 2020 is made in favor of Telephonics Corporation ("Telephonics") by 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 (as successor to JPMORGAN CHASE BANK, N.A.), in their respective capacities as administrative agent pursuant to that certain Successor Administrative Agent Agreement, dated as of February 22, 2019).

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Grantors, including Telephonics, have executed and delivered the Guarantee and Collateral Agreement, dated as of March 18, 2011 (as 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, including Telephonics, 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 the Assigned Mark (defined below), and entered into certain Grant of Security Interest in Trademark Rights, dated March 13, 2019, between the Grantors, including Telephonics, in favor of the Administrative Agent (the "TSA") where such TSA was recorded in the United States Patent and Trademark Office ("USPTO") on March 14, 2019, at Reel 6591 and Frame 0393;

WHEREAS, pursuant to that certain Trademark Assignment, dated August 5, 2020, between Telephonics and Systems Engineering Group, Inc. ("SEG") (the "Assignment"), Telephonics assigned to SEG all of Telephonics' right, title and interest to the U.S. registered trademark listed on Schedule A hereto (the "Assigned Mark"), and such Assignment was recorded in the USPTO on August 11, 2020, at Reel 7025 and Frame 0669; and

WHEREAS, in connection with the Assignment as certified by the Borrower to be a permitted disposition under the Credit Agreement, Telephonics has requested, and the Administrative Agent has agreed, to release its security interest in and to the Assigned Mark.

NOW THEREFORE, in reliance of the Borrower's certification that the Assignment is permitted under the Credit Agreement, the Administrative Agent hereby agrees as follows:

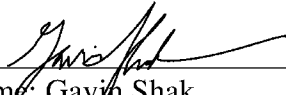
SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or the TSA, as applicable.

SECTION 2. Partial Release of Grant of Security Interest. The Administrative Agent hereby, without representation or warranty of any kind, terminates, releases, and discharges its security interest in and to the Assigned Mark arising under the Guarantee and Collateral Agreement and the TSA, and, without representation or warranty of any kind, reassigns to SEG (as successor in interest to the Assigned Mark) all right, title and interest that the Administrative Agent may have under the Guarantee and Collateral Agreement and the TSA in and to the Assigned Mark. This Agreement is applicable only and solely with respect to the Assigned Mark and to no other collateral arising under the Guarantee and Collateral Agreement and the TSA. The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent under the Guarantee and Collateral Agreement and the TSA with respect to all such other collateral, and the Administrative Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Administrative Agent for the purpose of recording the partial release of security interest herein with the USPTO. The Guarantee and Collateral Agreement and the TSA (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.

IN. WITNESS WHEREOF the Administrative Agent has caused this Agreement to be duly executed and delivered by its respective officer thereunto duly authorized as of the day and year first written above.

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

By: 
Name: Gavin Shak
Title: Assistant Vice President

SCHEDULE A

U.S. Trademark Registration

Trademark	App #	Reg No.	Owner
SEG Intelligence Applied (words)	86575972	4994303	Systems Engineering Group, Inc.

[Signature page to Notice of Partial Release of Security Interest in Trademark Rights]