

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828605

<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>
CLOPAY CORPORATION		08/01/2023	Corporation: DELAWARE
The Ames Companies, Inc.		08/01/2023	Corporation: DELAWARE
Hunter Fan Company		08/01/2023	Corporation: DELAWARE
CornellCookson, LLC		08/01/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, NATIONAL ASSOCIATION, as Collateral Agent		
<b>Street Address:</b>	2380 Performance Drive, Building C		
<b>Internal Address:</b>	Mail Code: TX2-984-03-26		
<b>City:</b>	Richardson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75082		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97704301	LUSTRA	
<b>Serial Number:</b>	90529282	BARROW IN A BOX	
<b>Serial Number:</b>	90900478	HOMEBYAMES	
<b>Serial Number:</b>	90543623	CYCLESIELD	
<b>Serial Number:</b>	90543620	GALVANEX	
<b>Serial Number:</b>	90085842	VERTISTACK	
<b>Serial Number:</b>	90552219	SPECTRASHIELD ULTRA	
<b>Serial Number:</b>	90543613	IMAGEMATCH	
<b>Serial Number:</b>	97039516	HUNTER EXPRESS	
<b>Serial Number:</b>	90978537	HUNTER LIGHTING	
<b>Serial Number:</b>	90813246	FASTER COOLING POWER	
<b>Serial Number:</b>	90280900	DDI	
<b>Serial Number:</b>	90310028	SURESPEED	
<b>Serial Number:</b>	88839109	WEATHER MAX	
<b>Serial Number:</b>	88839132	WEATHER MAX	

OP \$415.00 97704301

Property Type	Number	Word Mark
Serial Number:	97057888	ENGINEERED FOR THE ELEMENTS

**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

**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>	Sophie Bolt
<b>SIGNATURE:</b>	/Sophie Bolt/
<b>DATE SIGNED:</b>	08/01/2023

**Total Attachments: 7**

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ADDITIONAL CONVEYING PARTIES

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Address</u>
The Ames Companies, Inc.	Delaware	Corporation	465 Railroad Avenue Camp Hill, PA 17011
Hunter Fan Company	Delaware	Corporation	7130 Goodlett Farms Pkwy, Suite 400, Memphis, TN 38016
CornellCookson, LLC	Delaware	Limited liability company	24 Elmwood Ave. Mountain Top, PA 18707

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 1, 2023 is made by CLOPAY CORPORATION, THE AMES COMPANIES, INC., CORNELLCOOKSON, LLC, and HUNTER FAN COMPANY (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 Fifth Amended and Restated Credit Agreement, dated as of January 24, 2022 (as amended by the First Amendment to the Fifth Amended and Restated Credit Agreement, dated as of August 1, 2023 and 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 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, as further amended by the Assumption Agreement to Guarantee and Collateral Agreement, dated as of January 24, 2022 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;

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 each 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.

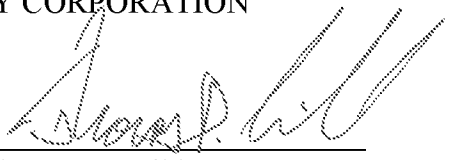
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of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

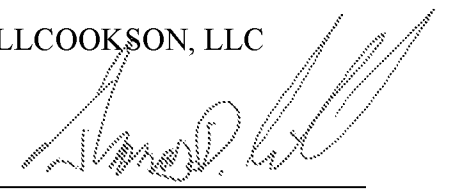
SECTION 5. Counterparts. This Agreement may, if agreed by the Administrative Agent, be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts when taken together shall constitute one and the same Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Bank pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Bank has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Administrative Agent any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 U.S.C. §7006, as it may be amended from time to time.

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.

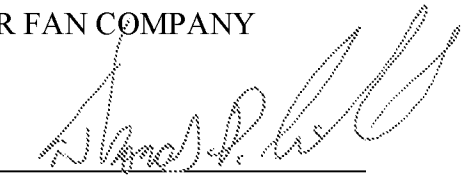
CLOPAY CORPORATION

By:   
Name: Thomas D. Gibbons  
Title: Vice President and Treasurer


CORNELLCOOKSON, LLC

By:   
Name: Thomas D. Gibbons  
Title: Vice President

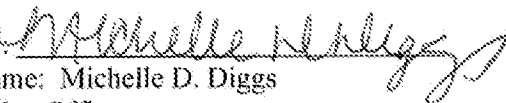
HUNTER FAN COMPANY

By:   
Name: Thomas D. Gibbons  
Title: Vice President

THE AMES COMPANIES, INC.

By:   
Name: Thomas D. Gibbons  
Title: Treasurer

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

By:   
Name: Michelle D. Diggs  
Title: Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008156 FRAME: 0321**

**SCHEDULE A**

**U.S. Trademarks and Trademark Applications**

	<b>Owner of Record</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>
1.	Clopay Corporation	LUSTRA	97704301 12/05/2022	N/A	Pending
2.	The AMES Companies, Inc.	BARROW IN A BOX	90529282 02/15/2021	6,720,261 05/03/2022	Registered
3.	The AMES Companies, Inc.	HOMEBYAMES	90900478 08/24/2021	6,997,887 03/07/2023	Registered
4.	CornellCookson, LLC	CYCELSHIELD	90543623 02/24/2021	7,082,909 06/20/2023	Registered
5.	CornellCookson, LLC	GALVANEX	90543620 02/24/2021	7,082,908 06/20/2023	Registered
6.	CornellCookson, LLC	VERTISTACK	90085842 07/31/2020	6,950,534 01/10/2023	Registered
7.	CornellCookson, LLC	SPECTRA SHIELD ULTRA	90552219 03/01/2021	6,944,261 01/03/2023	Registered
8.	CornellCookson, LLC	IMAGEMATCH	90543613 02/24/2021	6,925,850 12/13/2022	Registered
9.	Hunter Fan Company	HUNTER EXPRESS	97039516 09/22/2021	6,951,482 01/10/2023	Registered
10.	Hunter Fan Company	HUNTER LIGHTING	90978537 01/11/2021	7,013,795 03/28/2023	Registered
11.	Hunter Fan Company	FASTER COOLING POWER	90813246 07/06/2021	6,914,340 11/29/2022	Registered
12.	Hunter Fan Company	DDI	90280900 10/27/2020	6,708,270 04/19/2022	Registered
13.	Hunter Fan Company	SURESPEED	90310028 11/10/2020	6,847,550 09/13/2022	Registered
14.	Hunter Fan Company	WEATHER MAX	88839109 03/18/2020	6,937,083 12/27/2022	Registered
15.	Hunter Fan Company	WEATHER MAX	88839132 03/18/2020	6,885,316 10/25/2022	Registered
16.	Hunter Fan Company	ENGINEERED FOR THE ELEMENTS	97057888 10/04/2021	6,914,531 11/29/2022	Registered