

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clopay Plastic Products Company, Inc.		06/23/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JP Morgan Chase Bank, N.A.
Street Address:	270 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77010466	ELASTIPRO
Serial Number:	78826407	MICROPRO
Registration Number:	0885662	TAFF-A-FLEX
Registration Number:	0957519	CLOPAY
Registration Number:	1202026	VELVAFLEX
Registration Number:	1228476	MICROFLEX
Registration Number:	1628321	ELASTOFLEX
Registration Number:	1677629	EASIFLEX
Registration Number:	1789402	CLOPAY
Registration Number:	1985689	SOF-FLEX

CORRESPONDENCE DATA

Fax Number: (650)251-5002

900110629

**TRADEMARK
 REEL: 003810 FRAME: 0595**

OP \$265.00 77010466

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-251-6108
Email: jnull@stblaw.com
Correspondent Name: Marcela Robledo
Address Line 1: 2550 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1404
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/JJM/
Date:	07/07/2008

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 24, 2008 is made by CLOPAY PLASTIC PRODUCTS COMPANY, INC., a Delaware corporation, located at 8585 Duke Blvd., Mason, OH 45040 (the "Grantor"), in favor of JP MORGAN CHASE BANK, N.A., located at 270 Park Avenue, 44th floor, Mailcode: NY1-K855, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of June 24, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Clopay Building Products Company, Inc., a Delaware corporation, Clopay Plastic Products Company, Inc., a Delaware corporation ("Borrowers"), the Agent and the other Loan Parties thereto.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain other subsidiaries of the Borrowers have executed and delivered a Pledge and Security Agreement, dated as of June 24, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Pledge Agreement");

WHEREAS, pursuant to the Pledge Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders 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 Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, 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 Credit Agreement and the Pledge Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

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 Lenders in connection with the Pledge Agreement and is expressly subject to the terms and conditions thereof. The Pledge Agreement (and all rights and remedies of 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 Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge Agreement, the terms and provisions of which (including 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 Pledge Agreement, the terms of the Pledge 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.

[Signature Pages Follow]

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 PLASTIC PRODUCTS COMPANY,
INC.

By: 

Name: Thomas D. Gibbons .

Title: Treasurer

Date: June 20, 2008

Signature Page to Trademark Rights Security Agreement -- Clopay Plastic Products Company, Inc.

TRADEMARK
REEL: 003810 FRAME: 0599

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
) ss
COUNTY OF WARREN)

On the 20th day of June, 2008, before me personally came Thomas D. Gibbons, who is personally known to me to be the Treasurer of CLOPAY PLASTIC PRODUCTS COMPANY, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Shasta E. Rodenhauser
Notary Public



SHASTA E. RODENHAUSER
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires (PLACE STAMP AND SEAL
July 30, 2012 ABOVE)

JP MORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: Kathleen C. Maggi
Name: Kathleen C. Maggi
Title: SVP
Date: June 23, 2008

[Signature Page to Trademark Rights Security Agreement – Clopay Plastic Products Company, Inc.]

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TRADEMARK
REEL: 003810 FRAME: 0601

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF N.Y.)
) SS
COUNTY OF Kings)



On the 23 day of June, 2008, before me personally came Kathleen O'Leary, who is personally known to me to be the Senior Vice President of JP MORGAN CHASE BANK, N.A.; who, being duly sworn, did depose and say that she/he is the Senior Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Amy K. Steck
Notary Public June 23rd. 2008

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Trademark Rights Security Agreement – Clopay Plastic Products Company, Inc.]

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Trademark Reg. or Appl. No.</u>
ELASTIPRO	77/010,466
MICROPRO	78/826,407
TAFF-A-FLEX	885,662
CLOPAY	957,519
VELVAFLEX	1,202,026
MICROFLEX	1,228,476
ELASTOFLEX	1,628,321
EASIFLEX	1,677,629
CLOPAY	1,789,402
SOF-FLEX	1,985,689