

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated 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 Plastic Products Company, Inc.		09/30/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	270 Park Avenue		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1789402	CLOPAY	
Registration Number:	0957519	CLOPAY	
Registration Number:	1677629	EASIFLEX	
Serial Number:	77010466	ELASTIPRO	
Registration Number:	1628321	ELASTOFLEX	
Registration Number:	1228476	MICROFLEX	
Serial Number:	78826407	MICROPRO	
Registration Number:	1985689	SOF-FLEX	
Registration Number:	0885662	TAFF-A-FLEX	
Registration Number:	1202026	VELVAFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		

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

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ATTORNEY DOCKET NUMBER:	509265/1529
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	10/13/2010

Total Attachments: 5  
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AMENDED AND RESTATED GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 30, 2010 is made by CLOPAY PLASTIC PRODUCTS COMPANY, INC., a Delaware corporation (the "Grantor"), with offices at 8585 Duke Blvd, Mason, OH, 45050, in favor of JPMORGAN CHASE BANK, N.A., with offices at 270 Park Avenue, 44th Floor, New York, NY 10017, as Administrative Agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of June 23, 2008 (as further amended, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), among Clopay Building Products Company, Inc., Clopay Plastic Products Company, Inc. ("Borrowers"), the Agent and the other Loan Parties thereto.

W I T N E S S E T H:

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

WHEREAS, in connection with the Existing Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 23, 2008 (as amended and restated from time to time, the "Existing Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Existing Security Agreement, the Grantor entered into a Grant of Security Interest in Trademark Rights, dated June 23, 2008 (the "Existing Trademark Security Agreement"), in favor of the Agent, which was recorded at the United States Patent and Trademark Office on July 7, 2008, at Reel/Frame 3810/0595;

WHEREAS, the Borrowers, the Lenders, the Agent, the other agents party thereto and the other parties thereto have entered into an Amended and Restated Credit Agreement dated as of the date hereof which amends and restates in its entirety the Existing Credit Agreement (as it may be further amended, restated, supplemented, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of the date hereof, which amends and restates the Existing Security Agreement (as amended and restated from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including, without limitation, 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 Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby reaffirms its grants to the 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, of 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).

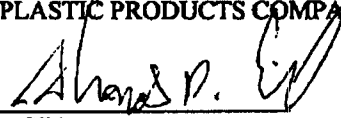
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the 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 Security 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 Security Agreement, the terms of the Security 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.

CLOPAY PLASTIC PRODUCTS COMPANY, INC.

By: \_\_\_\_\_



Name: Tom Gibbons

Title: Treasurer

Date: September 30, 2010

[Signature Page to Granting of Security Interest in Trademark Rights]

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

By: *Kathleen C. Maggi*  
Name: **Kathleen C. Maggi**  
Title: **Senior Vice President**  
Date:

[Signature Page to Granting of Security Interest in Trademark Rights]

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Company	Trademark	App. #	Reg. #	Country	Filing Date	Reg. Date
Clopay Plastic Products Company, Inc.	CLOPAY	74/335547	1789402	U.S.	11/30/1992	8/24/1993
Clopay Plastic Products Company, Inc.	CLOPAY	72/419794	957519	U.S.	3/29/1972	4/24/1973
Clopay Plastic Products Company, Inc.	EASIFLEX	74/160952	1677629	U.S.	4/26/1991	3/3/1992
Clopay Plastic Products Company, Inc.	ELASTIPRO	77/010466		U.S.	9/29/2006	
Clopay Plastic Products Company, Inc.	ELASTOFLEX	73/763078	1628321	U.S.	11/10/1998	12/18/1990
Clopay Plastic Products Company, Inc.	MICROFLEX	73/344450	1228476	U.S.	1/26/1982	2/22/1983
Clopay Plastic Products Company, Inc.	MICROPRO	78/826407		U.S.	3/1/2006	
Clopay Plastic Products Company, Inc.	SOF-FLEX	74/712174	1985689	U.S.	8/7/1995	7/09/1996
Clopay Plastic Products Company, Inc.	TAFF-A-FLEX	72/295113	885662	U.S.	4/8/1968	2/10/1970
Clopay Plastic Products Company, Inc.	VELVAFLEX	73/278593	1202026	U.S.	9/22/1980	07/20/1982

[Grant of Security Interest In Trademark Rights]

509265-1529-11596-Active.12113889

RECORDED: 10/13/2010

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