

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 Building Products Company, Inc.		03/18/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	3787761	AMERICA'S FAVORITE DOORS
Registration Number:	2864842	AMERICA'S FAVORITE GARAGE DOORS
Registration Number:	2903131	AMERICA'S FAVORITE GARAGE DOORS
Serial Number:	85104722	ARBOR GROVE
Registration Number:	3291845	ARTISTRY
Registration Number:	3894558	ASHFORD
Registration Number:	3096656	BRILLIANCE
Registration Number:	3753128	CANYON RIDGE
Registration Number:	3904914	CARLISLE
Serial Number:	77683891	CHAUNCEY
Registration Number:	3264511	CLOPAY
Registration Number:	3341661	CLOPAY
Registration Number:	3353905	CLOPAY
Registration Number:	3297470	CLOPAY

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Registration Number:	1777639	CLOPAY
Registration Number:	1775235	CLOPAY
Registration Number:	1775234	CLOPAY
Registration Number:	1774905	CLOPAY
Registration Number:	3040596	COACHMAN
Registration Number:	3045163	COACHMAN
Registration Number:	3180264	DESIGNER ETCHINGS
Registration Number:	3554563	ELASTIPRO
Serial Number:	77617635	EVANSTON
Registration Number:	3403102	EXPRESSIONS
Registration Number:	3490268	EXPRESSIONS SERIES
Registration Number:	2991962	EZ-SET
Serial Number:	77861549	FLAGSTONE
Registration Number:	3227269	GALLERY
Serial Number:	77861540	GLENMOOR
Registration Number:	3412107	GRAND HARBOR
Registration Number:	0972165	HOLMES
Registration Number:	2653846	HOLMES GARAGE DOOR COMPANY
Registration Number:	2653845	HOLMES GARAGE DOOR COMPANY
Registration Number:	2520150	HOLMESHELPS
Registration Number:	2520149	HOLMESHELPS
Registration Number:	2023571	IDEAL DOOR
Registration Number:	2029912	IDEAL DOOR
Registration Number:	3176445	IDEAL DOOR
Registration Number:	3153473	IDEAL DOOR
Registration Number:	3894559	KRISTIN
Registration Number:	3399628	LODGEWOOD
Registration Number:	3843193	MICROPRO
Registration Number:	0978383	PHENIX
Registration Number:	3180331	PORTFOLIO
Registration Number:	3180332	PORTFOLIO
Registration Number:	1824412	PRO SERIES
Registration Number:	1829560	PRO SERIES
Registration Number:	1824081	PRO SERIES
Registration Number:	3246761	RESERVE

	3894560	ROSELLE
Registration Number:	2779003	SAFE-T-BRACKET
Registration Number:	2689474	SAFE-T-HINGE
Registration Number:	2681947	SAFE-T-ROLLER
Registration Number:	2833020	SAFE-T-SYSTEM
Registration Number:	2681946	SAFE-T-TRACK
Registration Number:	3295136	SETTLERS
Registration Number:	3515721	STONE MANOR
Registration Number:	2948001	THE LOOK OF WOOD, THE EASE OF STEEL
Registration Number:	3894561	TRENTON
Registration Number:	3750478	ULTRA-GRAIN
Registration Number:	2319412	WEATHERSTOP
Registration Number:	2196264	WINDCODE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2222
Email: ksolomon@stblaw.com
Correspondent Name: Marcela Robledo, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1574
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	04/21/2011

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 18, 2011 is made by Clopay Building 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., a national banking association with an address at P.O. Box 2558, Houston, TX 77252, 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 Credit Agreement, dated as of March 18, 2011 (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 Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of March 18, 2011 (as amended and restated 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 Grantor has 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, 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 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 Grantor hereby assigns and grants 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).

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 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.

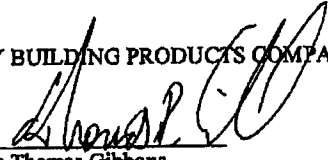
SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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.

[Signature Pages Follow]


CLOPAY BUILDING PRODUCTS COMPANY, INC.,

By 

Name: Thomas Gibbons
Title: Treasurer

[Intellectual Property Security Agreement]

JPMORGAN CHASE BANK, N.A.

By: 
Name: Michelle Cipriani
Title: Vice President

[Intellectual Property Security Agreement]

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SCHEDULE A

U.S. Trademark Registrations and Applications

Company	Trademark	App. #	Reg. #	Country	Filing Date	Reg. Date
Clopay Building Products Company, Inc.	AMERICA'S FAVORITE DOORS	77/151778	3787761	U.S.	4/9/2007	5/11/2010
Clopay Building Products Company, Inc.	AMERICA'S FAVORITE GARAGE DOORS	78/190013	2864842	U.S.	12/2/2002	7/20/2004
Clopay Building Products Company, Inc.	AMERICA'S FAVORITE GARAGE DOORS	78/188423	2903131	U.S.	11/25/2002	11/16/2004
Clopay Building Products Company, Inc.	ARBOR GROVE	85/104722		U.S.	8/11/2010	
Clopay Building Products Company, Inc.	ARTISTRY	78/721565	3291845	U.S.	9/27/2005	9/11/2007
Clopay Building Products Company, Inc.	ASHFORD	77/683886	3894558	U.S.	3/5/2009	12/21/10
Clopay Building Products Company, Inc.	BRILLIANCE	78/454666	3096656	U.S.	7/22/2004	5/23/2006
Clopay Building Products Company, Inc.	CANYON RIDGE	77/609832	3753128	U.S.		2/23/2010
Clopay Building Products Company, Inc.	CARLISLE	77/683898	3904914	U.S.	3/5/2009	1/11/11
Clopay Building Products Company, Inc.	CHAUNCEY	77/683891		U.S.	3/5/2009	
Clopay Building Products Company, Inc.	CLOPAY	78/816170	3264511	U.S.	2/16/2006	7/17/2007
Clopay Building Products Company, Inc.	CLOPAY	78/816183	3341661	U.S.	2/16/2006	11/20/2007
Clopay Building Products Company, Inc.	CLOPAY	78/816588	3353905	U.S.	2/16/2006	12/11/2007
Clopay Building Products Company, Inc.	CLOPAY	78/816127	3297470	U.S.	2/16/2006	9/25/2007
Clopay Building Products Company, Inc.	CLOPAY	74/322095	1777639	U.S.	10/14/1992	6/22/1993
Clopay Building Products Company, Inc.	CLOPAY	74/322109	1775235	U.S.	10/14/1992	6/8/1993
Clopay Building Products Company, Inc.	CLOPAY & Design	74/322094	1775234	U.S.	10/14/1992	6/8/1993
Clopay Building Products Company, Inc.	CLOPAY & Design	74/322093	1774905	U.S.	10/14/1992	6/8/1993
Clopay Building Products Company, Inc.	COACHMAN	78/454655	3040596	U.S.	7/22/2004	1/10/2006
Clopay Building Products Company, Inc.	COACHMAN & DESIGN	78/454671	3045163	U.S.	7/22/2004	1/17/2006
Clopay Building Products Company, Inc.	DESIGNER ETCHINGS	78/744635	3180264	U.S.	11/1/2005	12/5/2006
Clopay Building Products Company, Inc.	ELASTIPRO		3554563	U.S.		12/30/2008
Clopay Building Products Company, Inc.	EVANSTON	77/617635		U.S.	11/19/2008	
Clopay Building	EXPRESSIONS	78/674367	3403102	U.S.	7/20/2005	3/25/2008

Company	Trademark	App. #	Reg. #	Country	Filing Date	Reg. Date
Products Company, Inc.						
Clopay Building Products Company, Inc.	EXPRESSIONS SERIES Logo	78/674379	3490268	U.S.	7/20/2005	8/19/2008
Clopay Building Products Company, Inc.	EZ-SET	78/375317	2991962	U.S.	2/27/2004	9/6/2005
Clopay Building Products Company, Inc.	FLAGSTONE	77/861549		U.S.	10/30/2009	
Clopay Building Products Company, Inc.	GALLERY	78/816496	3227269	U.S.	2/16/2006	4/10/2007
Clopay Building Products Company, Inc.	GLENMOOR	77/861540		U.S.	10/30/2009	
Clopay Building Products Company, Inc.	GRAND HARBOR	77/017464	3412107	U.S.	10/10/2006	4/15/2008
Clopay Building Products Company, Inc.	HOLMES & Design	72/427888	972165	U.S.	6/21/1972	11/6/1973
Clopay Building Products Company, Inc.	HOLMES GARAGE DOOR COMPANY	76/293549	2653846	U.S.	8/1/2001	11/26/2002
Clopay Building Products Company, Inc.	HOLMES GARAGE DOOR COMPANY	76/293548	2653845	U.S.	8/1/2001	11/26/2002
Clopay Building Products Company, Inc.	HOLMESHELPS	76/255337	2520150	U.S.	5/10/2001	12/18/2001
Clopay Building Products Company, Inc.	HOLMESHELPS & Design	76/255336	2520149	U.S.	5/10/2001	12/18/2001
Clopay Building Products Company, Inc.	IDEAL DOOR	75/014534	2023571	U.S.	11/3/1995	12/17/1996
Clopay Building Products Company, Inc.	IDEAL DOOR	75/014597	2029912	U.S.	11/3/1995	1/14/1997
Clopay Building Products Company, Inc.	IDEAL DOOR & DESIGN	78/688528	3176445	U.S.	8/9/2005	11/28/2006
Clopay Building Products Company, Inc.	IDEAL DOOR & DESIGN	78/688544	3153473	U.S.	8/9/2005	10/10/2006
Clopay Building Products Company, Inc.	KRISTIN	77/683890	3894559	U.S.	3/5/2009	12/21/10
Clopay Building Products Company, Inc.	LODGEWOOD	78/721529	3399628	U.S.	9/27/2005	3/18/2008
Clopay Building Products Company, Inc.	MICROPRO		3843193	U.S.		8/31/2010
Clopay Building Products Company, Inc.	PHENIX	72/412180	978383	U.S.	1/10/1972	2/12/1974
Clopay Building Products Company, Inc.	PORTFOLIO	78/756958	3180331	U.S.	11/18/2005	12/5/2006
Clopay Building Products Company, Inc.	PORTFOLIO	78/757000	3180332	U.S.	11/18/2005	12/5/2006
Clopay Building Products Company, Inc.	PRO SERIES	74/333582	1824412	U.S.	11/23/1992	3/1/1994
Clopay Building Products Company, Inc.	PRO SERIES	74/333583	1829560	U.S.	11/23/1992	4/5/1994
Clopay Building Products Company, Inc.	PRO SERIES	74/333688	1824081	U.S.	11/23/1992	3/1/1994
Clopay Building Products Company, Inc.	RESERVE	78/816544	3246761	U.S.	2/16/2006	5/29/2007
Clopay Building Products Company, Inc.	ROSELLE	77/683893	3894560	U.S.	3/5/2009	12/21/10
Clopay Building	SAFE-T-BRACKET	76/333050	2779003	U.S.	11/1/2001	11/4/2003

Company	Trademark	App. #	Reg. #	Country	Filing Date	Reg. Date
Products Company, Inc.						
Clopay Building Products Company, Inc.	SAFE-T-HINGE	78/083645	2689474	U.S.	9/12/2001	2/18/2003
Clopay Building Products Company, Inc.	SAFE-T-ROLLER	78/083639	2681947	U.S.	9/12/2001	1/28/2003
Clopay Building Products Company, Inc.	SAFE-T-SYSTEM	78/083920	2833020	U.S.	9/14/2001	4/13/2004
Clopay Building Products Company, Inc.	SAFE-T-TRACK	78/083617	2681946	U.S.	9/12/2001	1/28/2003
Clopay Building Products Company, Inc.	SETTLERS	78/721548	3295136	U.S.	9/27/2005	9/18/2007
Clopay Building Products Company, Inc.	STONE MANOR	77/418448	3515721	U.S.	3/11/2008	10/14/2008
Clopay Building Products Company, Inc.	THE LOOK OF WOOD, THE EASE OF STEEL	78/408440	2948001	U.S.	4/27/2004	5/10/2005
Clopay Building Products Company, Inc.	TRENTON	77/683901	3894561	U.S.	3/5/2009	12/21/10
Clopay Building Products Company, Inc.	ULTRA-GRAIN		3750478	U.S.		2/16/2010
Clopay Building Products Company, Inc.	WEATHERSTOP	75/654489	2319412	U.S.	3/5/1999	2/15/2000
Clopay Building Products Company, Inc.	WINDCODE	75/123314	2196264	U.S.	6/21/1996	10/13/1998

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