

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clopay Plastic Products Company, Inc.		03/18/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	P.O. Box 2558		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77252		
<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		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

OP \$265.00 1789402

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: 6  
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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 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., 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.

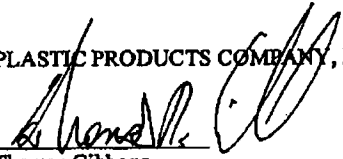
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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 PLASTIC PRODUCTS COMPANY, INC.,

By

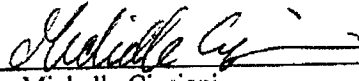


Name: Thomas Gibbons

Title: Treasurer

[Intellectual Property Security Agreement]

JPMORGAN CHASE BANK, N.A.

By:   
Name: Michelle Cipriani  
Title: Vice President

[Intellectual Property Security Agreement]

TRADEMARK  
REEL: 004526 FRAME: 0748

## 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