

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465536

|   |                                       |                       |                       |
|---|---------------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                        |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | NUNC PRO TUNC ASSIGNMENT              |                       |                       |
| <b>EFFECTIVE DATE:</b>  | 02/06/2018                            |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |                                       |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                       | <b>Execution Date</b> | <b>Entity Type</b>    |
| Clopay Plastic Products Company, Inc.   |                                       | 02/06/2018            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                       |                       |                       |
| <b>Name:</b>  | Clopay Ames True Temper Holding Corp. |                       |                       |
| <b>Street Address:</b>  | 8585 Duke Boulevard                   |                       |                       |
| <b>City:</b>  | Mason                                 |                       |                       |
| <b>State/Country:</b>   | OHIO                                  |                       |                       |
| <b>Postal Code:</b>   | 45040                                 |                       |                       |
| <b>Entity Type:</b>   | Corporation: DELAWARE                 |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                       |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                         | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 0957519                               | CLOPAY                |                       |
| <b>Registration Number:</b>   | 1789402                               | CLOPAY                |                       |
| <b>CORRESPONDENCE DATA</b>  |                                       |                       |                       |
| <b>Fax Number:</b>  | 5139778141                            |                       |                       |
| <i>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.</i> |                                       |                       |                       |
| <b>Phone:</b>   | 5139778527                            |                       |                       |
| <b>Email:</b>   | april.besl@dinsmore.com               |                       |                       |
| <b>Correspondent Name:</b>  | April L. Besl                         |                       |                       |
| <b>Address Line 1:</b>  | 255 E. 5th Street, Suite 1900         |                       |                       |
| <b>Address Line 4:</b>  | Cincinnati, OHIO 45202                |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | April L Besl                          |                       |                       |
| <b>SIGNATURE:</b>   | /april l besl/                        |                       |                       |
| <b>DATE SIGNED:</b>   | 03/14/2018                            |                       |                       |
| <b>Total Attachments: 5</b>   |                                       |                       |                       |
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**") is made as of **February 6, 2018** (the "**Effective Date**") by and between Clopay Plastic Products Company, Inc., a corporation organized under the laws of Delaware, USA having an address at 8585 Duke Boulevard, Mason, Ohio 45040, USA ("**Assignor**"), and Clopay Ames True Temper Holding Corp., a corporation organized under the laws of Delaware, USA having an address at 8585 Duke Boulevard, Mason, Ohio 45040, USA ("**Assignee**"). Each of Assignor and Assignee are referred to as a "**Party**" and together as the "**Parties**".

WHEREAS, Assignor and its Subsidiaries are the owners of the Assigned Trademarks; and

WHEREAS the Assignee desires to acquire from the Assignor all of the Assigned Trademarks in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. In this Assignment, the following terms shall have the meanings assigned below:

"**Assigned Trademarks**" means the Trademarks owned (solely or jointly) by the Assignor and its Subsidiaries set forth on Schedule A), including (a) all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor and its Subsidiaries in respect of the foregoing.

"**Person**" means an individual, a corporation, a partnership, an association, a limited liability company, a trust or other entity or organization.

"**Subsidiary**" means with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of partnership or other similar ownership interests thereof having the power to govern or elect members of the applicable governing body of such entity is at the time owned or controlled, directly or indirectly, by that Person or one or more subsidiaries of that Person or a combination thereof; and the term "Subsidiary" with respect to any Person shall include all subsidiaries of each subsidiary of such Person.

“**Trademarks**” means trademarks and service marks whether registered or unregistered, brand names, certification marks, collective marks, Internet domain name registrations, logos, slogans, symbols, trade dress and design rights, all registrations, renewals and applications for registration of the foregoing, and all goodwill associated therewith.

2. Assignment. Assignor on behalf of itself and its Subsidiaries does hereby sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s and its Subsidiaries’ worldwide rights, title, and interest in and to Assigned Trademarks to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor and its Subsidiaries had this assignment not been made.

3. Registration. Assignor on behalf of itself and its Subsidiaries hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

4. Further Assurances. Assignor shall, and shall cause its Subsidiaries, and their respective officers, directors and employees to, promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, giving of testimony, execution of papers, and other assistance all to the extent reasonably necessary or desirable for: (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; and (c) legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The heading references herein and the table of contents hereof are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*[Signature page follows.]*

The Parties, by their authorized representatives, have executed this Trademark Assignment effective as of the Effective Date:

“ASSIGNEE”:

Clopay Ames True Temper Holding Corp.

By: [Signature]

Name: Thomas D. Gibbons

Title: Treasurer

Date: February 6, 2018

“ASSIGNOR”:

Clopay Plastic Products Company, Inc.

By: [Signature]

Name: Brian G Harris

Title: Vice President

Date: February 6, 2018

[County of New York )  
State of New York ) SS.

On this 6<sup>th</sup> day of February, in the year 2018, before me, Patricia Pinzel Notary Public, personally appeared Thomas D. Gibbons, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)  
(Notary Public)

PATRICIA PINZEL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PI4938025  
Qualified in Queens County  
My Commission Expires July 18, 2018

[County of New York )  
State of New York ) SS.

On this 6<sup>th</sup> day of February, in the year 2018, before me, Patricia Pinzel Notary Public, personally appeared Brian G. Harris, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)  
(Notary Public)

PATRICIA PINZEL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PI4938025  
Qualified in Queens County  
My Commission Expires July 18, 2018

## SCHEDULE A

### REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Trademarks:

| Name                           | Jurisdiction              | Registration Number | Date of Registration |
|--------------------------------|---------------------------|---------------------|----------------------|
| CLOPAY                         | Algeria                   | 91730               | 3/3/2016             |
| CLOPAY                         | Argentina                 | 2618954             | 6/2/2003             |
| CLOPAY & Design                | Argentina                 | 2616188             | 6/3/2003             |
| CLOPAY                         | Australia                 | A296476             | 7/7/1978             |
| CLOPAY                         | Benelux                   | 564024              | 10/2/1995            |
| CLOPAY                         | Brazil                    | 824900600           | 5/2/2007             |
| CLOPAY & Design                | Brazil                    | 824900553           | 5/2/2007             |
| CLOPAY                         | Canada                    | 201547              | 8/30/1974            |
| CLOPAY                         | Chile                     | 1028200             | 4/10/2003            |
| CLOPAY & Design                | Chile                     | 662660              | 4/10/2003            |
| CLOPAY & Design                | China (People's Republic) | 904138              | 11/28/1996           |
| CLOPAY                         | China (People's Republic) | 15606176            | 3/21/2017            |
| CLOPAY                         | Colombia                  | 270878              | 6/25/2003            |
| CLOPAY & Design                | Colombia                  | 270857              | 6/25/2003            |
| CLOPAY                         | Dominican Republic        | 218257              | 1/15/2015            |
| CLOPAY                         | Egypt                     | 309318              | 5/3/2016             |
| CLOPAY                         | European Community        | 013335922           | 4/6/2015             |
| CLOPAY                         | France                    | 94/543549           | 4/14/1995            |
| CLOPAY                         | Germany                   | 39401072.8          | 5/17/1995            |
| CLOPAY                         | Italy                     | 749399              | 3/19/1998            |
| CLOPAY                         | Mexico                    | 481514              | 12/5/1994            |
| CLOPAY                         | Norway                    | 101652              | 2/8/1979             |
| CLOPAY                         | Peru                      | 86098               | 1/24/2003            |
| CLOPAY & Design                | Peru                      | 85969               | 1/21/2003            |
| CLOPAY                         | Russian Federation        | 566269              | 3/1/2016             |
| CLOPAY                         | Saudi Arabia              | 1436009674          | 2/24/2015            |
| CLOPAY                         | Spain                     | 815879              | 5/4/1977             |
| CLOPAY                         | Taiwan                    | 18845               | 11/1/1964            |
| CLOPAY & Design                | Taiwan                    | 689421              | 5/16/1996            |
| CLOPAY (in Chinese Characters) | Taiwan                    | 18846               | 11/1/1964            |
| CLOPAY                         | Thailand                  | 161108173           | 10/21/2016           |
| CLOPAY                         | Turkey                    | 2010 49346          | 12/7/2011            |
| CLOPAY                         | U.S.                      | 957519              | 4/24/1973            |
| CLOPAY & Design                | U.S.                      | 1789402             | 8/24/1993            |
| CLOPAY                         | Ukraine                   | 208195              | 1/25/2016            |
| CLOPAY                         | United Kingdom            | 2010040             | 1/5/1996             |
| CLOPAY                         | Uruguay                   | 445438              | 6/9/2003             |
| CLOPAY & Design                | Uruguay                   | 445437              | 6/9/2003             |
| CLOPAY                         | Venezuela                 | 2003-003431         | 3/2/2009             |

Trademarks Applications:

| Name            | Jurisdiction | Application Number | Date of Application |
|-----------------|--------------|--------------------|---------------------|
| CLOPAY          | South Africa | 2014/27945         | 10/14/2014          |
| CLOPAY & Design | Venezuela    | 2003-003432        | 3/28/2003           |