

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		02/22/2019	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N. Tryon St, 5th Floor		
Internal Address:	Mail code: NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	85627909	AMES	
Serial Number:	85705158	AMES EAGLE	
Serial Number:	85531740	AUTO-TRACK	
Serial Number:	85574164	BOTANICA	
Serial Number:	85435541	DYNAMIC DESIGN	
Serial Number:	85506306	ERGOLOOP	
Serial Number:	85535513	HDR	
Serial Number:	85621472	HDR PRIME	
Serial Number:	85446442	LEAK-NO-MORE	
Serial Number:	85668977	MADE IN USA	
Serial Number:	77981902	RAZOR-BACK	
Serial Number:	85710842	RAZOR-BACK	
Serial Number:	85710860	RAZOR-BACK	
Serial Number:	85299534	TOTAL CONTROL	
Serial Number:	85553169	TRUE AMERICAN	
Serial Number:	85609989	TRUE AMERICAN	
Serial Number:	85615378	TRUE AMERICAN	
Serial Number:	85615410	TRUE AMERICAN	

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Property Type	Number	Word Mark
Serial Number:	85978690	TRUE AMERICAN
Serial Number:	85978852	TRUE AMERICAN
Serial Number:	85544729	TRUE TEMPER MASTER GARDENER
Serial Number:	76537409	TLSI SILICON DRIVEN
Serial Number:	85672745	RAVEN
Serial Number:	85624033	AFFINITY
Serial Number:	85164654	AMERICA'S FAVORITE DOORS
Serial Number:	85756437	ARBOR GROVE
Serial Number:	85624013	DEFEND-R
Serial Number:	85624008	ECOTECH
Serial Number:	74555839	HOLMES
Serial Number:	85624022	INTELLICORE
Serial Number:	85714807	INTELLICORE
Serial Number:	85477928	MYDOOR
Serial Number:	85597360	SOUTHERN PATIO

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: james.murray@wolterskluwer.com, ecarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 02/25/2019

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 22, 2019

- Assignment
- Security Agreement
- Other Notice of Succession of Agency
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 101 N. Tryon St., 5th Floor, Mail code: NC1-001-05-45

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

February 22, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTICE OF SUCCESSION OF AGENCY
005044/0627

This NOTICE OF SUCCESSION OF AGENCY (this "Notice"), dated as of February 22, 2019 (the "Effective Date"), is executed by JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent under the Original Agreements (as defined below) (the "Prior Agent"), and Bank of America, N.A., in its capacity as Administrative Agent under the Current Agreements (as defined below) (the "Successor Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 18, 2011, by and among Griffon Corporation (the "Borrower"), Prior Agent and certain other parties thereto (the "Original Credit Agreement"), the Prior Agent, ATT Southern, Inc., Ames True Temper, Inc., Telephonics Corporation and Clopay Building Products Company, Inc. (collectively, the "Grantors") and certain other parties entered into that certain Guarantee and Collateral Agreement, dated as of March 18, 2011 (as amended, supplemented or otherwise modified prior to the date hereof, the "Original Security Agreement"), and the Prior Agent and the Grantors entered into that certain Grant of Security Interest in Trademark Rights, dated as of May 16, 2013 (the "Trademark Security Agreement"), pursuant to which the Grantors granted a security interest in and to certain collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 10, 2013 at Reel/Frame 005044/0627, with respect to the trademarks identified on Schedule A attached hereto;

WHEREAS, the Borrower entered into the Amended and Restated Credit Agreement, dated as of March 28, 2013 (as amended, supplemented or otherwise modified prior to March 13, 2015, the "First Restated Credit Agreement"), with the lenders parties thereto and JPMorgan Chase Bank, N.A., as administrative agent, which amended and restated the Original Credit Agreement;

WHEREAS, the Borrower entered into the Second Amended and Restated Credit Agreement, dated as of March 13, 2015 (as amended, supplemented or otherwise modified prior to March 22, 2016, the "Second Restated Credit Agreement"), with the lenders parties thereto and JPMorgan Chase Bank, N.A., as administrative agent, which amended and restated the First Restated Credit Agreement;

WHEREAS, the Borrower entered into the Third Amended and Restated Credit Agreement, dated as of March 22, 2016 (as amended, supplemented or otherwise modified prior to the date hereof, the "Third Restated Credit Agreement"), and as further amended by the Fifth Amendment (as defined below), the "Current Credit Agreement"; the Current Credit Agreement and the Original Security Agreement are referred to herein as the "Current Agreements"), with the lenders parties thereto and JPMorgan Chase Bank, N.A., as administrative agent, which amended and restated the Original Credit Agreement;

WHEREAS, the Third Restated Credit Agreement was amended by the Fifth Amendment to Third Amended and Restated Credit Agreement, dated as of February 22, 2019 (the "Fifth Amendment"), and in connection with the Fifth Amendment, the Prior Agent, the Successor Agent, the Borrower and certain other parties have entered into that certain Successor Administrative Agent Agreement, dated as of February 22, 2019 (the "Agency Transfer Agreement"), whereby the Prior Agent resigned as Administrative Agent and is succeeded to and replaced by the Successor Agent as successor Administrative Agent;

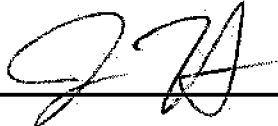
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Agency Transfer Agreement or the Current Credit Agreement, as applicable.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Agency Transfer Agreement, the Prior Agent has ceased to be Administrative Agent under such capacity and is succeeded to and replaced by the Successor Agent as Administrative Agent under such capacity. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Trademark Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

JPMORGAN CHASE BANK, N.A., as Prior
Agent,

By:  _____

Name:

Joon Hur

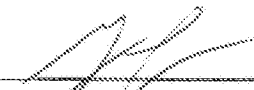
Title:

Executive Director

[Griffon – IP Notice of Change in Agency (2013 Trademarks)]

TRADEMARK
REEL: 006572 FRAME: 0461

BANK OF AMERICA, N.A., as Successor
Agent,

By:  _____

Name: Gavin Shak

Title: Assistant Vice President

[Griffon – IP Notice of Change in Agency (2013 Trademarks)]

TRADEMARK
REEL: 006572 FRAME: 0462

Schedule A

[See attached]

SCHEDULE A

U.S. Trademark Applications and Registrations

Trademark	Reg. #	Appl. #	Owner
AMES	N/A	85627909	Ames True Temper, Inc.
AMES EAGLE	N/A	85705158	Ames True Temper, Inc.
AUTO-TRACK	4,205,429	85531740	Ames True Temper, Inc.
BOTANICA	N/A	85574164	Ames True Temper, Inc.
DYNAMIC DESIGN & Design	4,189,453	85435541	Ames True Temper, Inc.
ERGOLOOP	4,119,890	85506306	Ames True Temper, Inc.
HDR	4,255,290	85535513	Ames True Temper, Inc.
HDR PRIME	N/A	85621472	Ames True Temper, Inc.
LEAK-NO-MORE	N/A	85446442	Ames True Temper, Inc.
MADE IN USA LOGO (VERSION 1)	N/A	85668977	Ames True Temper, Inc.
RAZOR-BACK	3,986,734	77981902	Ames True Temper, Inc.
RAZOR-BACK (STRIKING TOOL EXPANSION)	N/A	85710842	Ames True Temper, Inc.
RAZOR-BACK AND HOGS HEAD DESIGN (STRIKING TOOL EXPANSION)	N/A	85710860	Ames True Temper, Inc.
TOTAL CONTROL	4,169,061	85299534	Ames True Temper, Inc.
True American	N/A	85553169	Ames True Temper, Inc.
True American	N/A	85609989	Ames True Temper, Inc.
True American	N/A	85615378	Ames True Temper, Inc.
True American	N/A	85615410	Ames True Temper, Inc.
True American	N/A	85978690	Ames True Temper, Inc.
True American	N/A	85978852	Ames True Temper, Inc.
TRUE TEMPER MASTER GARDENER	4,224,943	85544729	Ames True Temper, Inc.
TLSI SILICON DRIVEN	2,928,529	76537409	Telephonics Corporation
RAVEN	4,308,299	85672745	Telephonics Corporation
AFFINITY	4,264,523	85624033	Clopay Building Products Company, Inc.
AMERICA'S FAVORITE DOORS	4,238,243	85164654	Clopay Building Products Company, Inc.
ARBOR GROVE	N/A	85756437	Clopay Building Products Company, Inc.
DEFEND-R	N/A	85624013	Clopay Building Products Company, Inc.
ECOTECH	N/A	85624008	Clopay Building Products Company, Inc.
Holmes	1,945,211	74555839	Clopay Building Products Company, Inc.
INTELLICORE	N/A	85624022	Clopay Building Products Company, Inc.
INTELLICORE w/design	N/A	85714807	Clopay Building Products

Trademark	Reg. #	Appl. #	Owner
			Company, Inc.
MYDOOR	N/A	85477928	Clipay Building Products Company, Inc.
SOUTHERN PATIO (Word Mark) (Expansion)	N/A	85597360	ATT Southern, Inc.