

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5024622

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
CORNELLCOOKSON, LLC		06/04/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CAPITAL ONE, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT	
<b>Street Address:</b>	275 BROAD HOLLOW ROAD	
<b>City:</b>	MELVILLE	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	11747	
<b>PROPERTY NUMBERS Total: 37</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	6123134	
Patent Number:	6189593	
Patent Number:	6225768	
Patent Number:	6260601	
Patent Number:	8127494	
Patent Number:	8496038	
Patent Number:	8985180	
Patent Number:	8651164	
Patent Number:	8827332	
Patent Number:	9243448	
Patent Number:	9316047	
Patent Number:	8869450	
Patent Number:	9133663	
Patent Number:	9228385	
Patent Number:	9316048	
Patent Number:	9303449	
Patent Number:	9175513	
Patent Number:	9279287	
Patent Number:	9644419	
Patent Number:	9624708	

PATENT

Property Type	Number
Application Number:	14845168
Application Number:	15041531
Application Number:	15192765
Application Number:	15429370
Patent Number:	D810319
PCT Number:	US2017013501
PCT Number:	US2017017356
Application Number:	15436944
PCT Number:	US2018024584
PCT Number:	US2017055658
Application Number:	62564785
PCT Number:	US2018026064
Patent Number:	9752382
Patent Number:	9605468
Application Number:	15165549
Patent Number:	9133661
Application Number:	15294408

#### CORRESPONDENCE DATA

Fax Number: (202)408-3141

*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: 202-408-3121 X62348

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

NAME OF SUBMITTER:	JEAN PATERSON
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SIGNATURE:	/jep/
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DATE SIGNED:	06/26/2018
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#### Total Attachments: 7

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GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of June 4, 2018 is made by CORNELLCOOKSON, LLC, a Delaware limited liability company with an address at 712 Fifth Avenue, 18th Floor, New York, New York 10019 ( "Grantor"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION 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 August 22, 2016, between the Administrative Agent, Griffon Corporation ("Griffon"), Wells Fargo Bank, N.A., as Directed Trustee of, and in such capacity acting for an on behalf of, the Trust established under the Griffon Corporation Employee Stock Ownership Plan and the Lenders (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Grantor) entered into the Security Agreement, dated as of August 22, 2016 (as further amended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Grantor to become party to the Security Agreement and, pursuant to the Assumption Agreement, dated as of June 4, 2018, the Grantor became party to the Security Agreement as a Grantor thereunder, with the same force and effect as if originally named therein as a Grantor; and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Lenders, a continuing security interest in all Intellectual Property, including the Patents; 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 continue to make extensions of credit to the Directed Trustee pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, 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 grants to the Administrative Agent, on behalf and for the benefit of the Lenders, and to secure the prompt and complete payment and performance of all Subsidiary Guarantor Obligations, a security interest in all of its right, title and interest in, to and under the Grantor's Patents (including, without limitation, those items listed on Schedule A hereto).

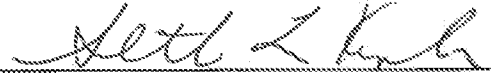
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders 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 Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The 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 Patents 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.

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.

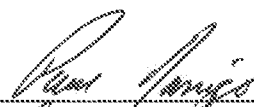
CORNELLCOOKSON, LLC

By: 

Name: Seth L. Kaplan

Title: Vice President and Assistant Secretary

CAPITAL ONE, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: PAUL BARASCH  
Title: SENIOR VICE PRESIDENT

# SCHEDULE A

## U.S. Patents and Patent Applications

<u>Owner</u>	<u>Patents</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
CornellCookson, LLC	Method and apparatus for regulating the closing speed of a rolling fire door	US6123134 A	9/26/2000
CornellCookson, LLC	Injection molded roll up security closure	US6189593 B1	2/20/2001
CornellCookson, LLC	Automatic door safety system with multiple safety modes	US6225768 B1	5/1/2001
CornellCookson, LLC	Wind-resistant coiling door	US6260601 B1	7/17/2001
CornellCookson, LLC	Self Adjusting Track Chain Adjustment Trolley	US8127494 B2	9/3/2008
CornellCookson, LLC	Sliding Door With Anti-Sway Trolley Assembly	US8496038 B2	6/2/2009
CornellCookson, LLC	Partition Sweep Assembly	US 8985180 B2	12/2/2010
CornellCookson, LLC	Method For Vertical Acting Egress And Fire/Smoke Protection	US8651164 B2 (Expired)	2/24/2011
CornellCookson, LLC	Self-Engaging Emergency Egress Lock Assembly	US8827332 B2	10/7/2011
CornellCookson, LLC	Door Control Systems	US 9243448 B2	1/25/2012
CornellCookson, LLC	Closure Curtain with Bumper Centering Device	US9316047 B2	7/20/2012
CornellCookson, LLC	Overhead Door with Stacking Panels	US 8869450 B2	4/2/2013
CornellCookson, LLC	Fire and Smoke Rated Fire Door	US 9133663 B2	4/17/2013
CornellCookson, LLC	Apparatus and method for extending brake life span	US 9228385 B2	8/28/2013
CornellCookson, LLC	Door Protector	US9316048 B2	2/17/2014
CornellCookson, LLC	Overhead Coiling Closure Hood Guard	US9303449 B2	2/22/2014
CornellCookson, LLC	Fire Door Method Of Operation	US9175513 B2	3/3/2014
CornellCookson, LLC	Overhead door with Lintel Seal Interface assembly	US9279287 B2	6/23/2014
CornellCookson, LLC	Sectional Door Protector	US 9644419 B2	11/14/2014

<u>Owner</u>	<u>Patents</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
CornellCookson, LLC	Closure with Roller Endlock	US9624708 B2	3/10/2015
CornellCookson, LLC	Fire Smoke Rated Fabric Door	US9133663 B2	9/15/2015
CornellCookson, LLC	Partition Door Having Sound Attenuating Coating	US14/845,168	09/03/2015
CornellCookson, LLC	Overhead Door with Lintel Seal Interface Assembly	US15/041,531	02/11/2016
CornellCookson, LLC	Partition Door Having Sound Attenuating Coating	US15/192,765	06/24/2016
CornellCookson, LLC	Fabric Fire Rated Door	US15/429,370	02/10/2017
CornellCookson, LLC	Screen	D810,319	02/13/2018
CornellCookson, LLC	Method for Vertical Acting Egress and Fire/Smoke Protection	BR112013017761	02/22/2012
CornellCookson, LLC	Partition Door Having Sound Attenuating Coating	BR112017003768	09/03/2015
CornellCookson, LLC	Method for Vertical Acting Egress and Fire/Smoke Protection	CA2825114	05/17/2016
CornellCookson, LLC	Partition Door Having Sound Attenuating Coating	CA2959403	02/24/2017
CornellCookson, LLC	Method for Vertical Acting Egress and Fire/Smoke Protection	MX2013008251	02/22/2012
CornellCookson, LLC	Partition Door Having Sound Attenuating Coating	MX2017002739	09/03/2015
CornellCookson, LLC	Roll-Up Doors and Method for Securing Same	PCT/US2017/013501	01/13/2017
CornellCookson, LLC	Fabric Fire Rated Door	PCT/US2017/017356	02/10/2017
CornellCookson, LLC	SPRING LOADED LOCK BOLT	U.S. 15/436,944	02/20/2017
CornellCookson, LLC	FIRE RATED DOOR	PCT/US2018/024584	03/27/2018
CornellCookson, LLC	NESTING STACKING GRILLE	PCT/US2017/055658	10/06/2017
CornellCookson, LLC	SCREEN	BR302017002863-2	07/11/2017
CornellCookson, LLC	SLIP FIT GUIDE	U.S. 62/564,785	09/28/2017
CornellCookson, LLC	CLOSURE SYSTEM	PCT/US2018/026064	04/04/2018
CornellCookson, LLC	MULTI-PANEL STACKING OVERHEAD DOOR	15/294408	



<u>Owner</u>	<u>Patents</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
CornellCookson, LLC	ASSEMBLY FOR INSULATING A DOOR CURTAIN	9,752,382	
CornellCookson, LLC	DOOR CONTROL SYSTEMS	9,605,468	
CornellCookson, LLC	APPARATUS AND METHOD FOR EXTENDING DOOR BRAKE LIFESPAN	15/165,549	

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