

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5938329

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
CLOPAY CORPORATION	01/30/2020
THE AMES COMPANIES, INC.	01/30/2020
ATT SOUTHERN LLC	01/30/2020
CORNELLCOOKSON, LLC	01/30/2020
TELEPHONICS CORPORATION	01/30/2020

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	101 N. TRYON STREET, 5TH FLOOR
Internal Address:	MAIL CODE: NC1-001-05-45
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001

PROPERTY NUMBERS Total: 20

Property Type	Number
Application Number:	16568732
Application Number:	16383724
Application Number:	15492285
Application Number:	15673072
Application Number:	16188606
Application Number:	15791203
Application Number:	16723464
Application Number:	29490442
Application Number:	29717834
Application Number:	29717829
Application Number:	29717832
Application Number:	16339900
Application Number:	29700005
Application Number:	29700054
PCT Number:	US2019057306

PATENT

Property Type	Number
Application Number:	16741900
Application Number:	62924135
Application Number:	16270046
Application Number:	62937815
Application Number:	62948937

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: Michael.Violet@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: 01/30/2020

Total Attachments: 7

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**RECORDATION FORM COVER SHEET
PATENTS 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)

Clopay Corporation
The Ames Companies, Inc.
ATT Southern LLC
CornellCookson, LLC
Telephonics Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: _____

Street Address: 101 N. Tryon Street, 5th Floor,

Mail code: NC1-001-05-45

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

Additional name(s) & address(es) attached? Yes No

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

Execution Date(s) January 30, 2020

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? Yes No

5. Name and address 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 patents involved: ²⁰

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

Elaine Carrera
Signature

January 30, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

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

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS (“Agreement”), effective as of January 30, 2020 is made by Clopay Corporation, The Ames Companies, Inc., ATT Southern LLC, Telephonics Corporation, and CornellCookson, LLC (each a “Grantor” and collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., a national banking association with an address at 2380 Performance Drive, Building C, Mail Code: TX2-984-03-26, Richardson, TX 75082, 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 Fourth Amended and Restated Credit Agreement, dated as of January 30, 2020 (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.

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of March 18, 2011 (as amended by the Amendment to Guarantee and Collateral Agreement, dated as of March 28, 2013, as further amended by the Second Amendment to Guarantee and Collateral Agreement, dated as of June 2, 2017, and as further amended, supplemented or otherwise modified 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 Grantors have pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors have agreed to grant to the Administrative Agent for the benefit of the Secured Parties, a security interest in any after-acquired Intellectual Property, including the Patents; and

WHEREAS, the Grantors have 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 Borrower pursuant to the Credit Agreement, the Grantors agree, 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 Grantors hereby grant 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 Patents (including, without limitation, those items listed on Schedule A hereto).

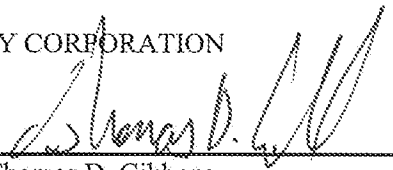
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of 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. The Grantors do 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 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.

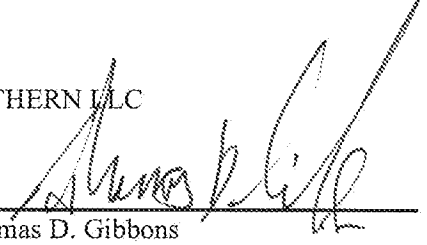
CLOPAY CORPORATION

By: 
Name: Thomas D. Gibbons
Title: Vice President and Treasurer

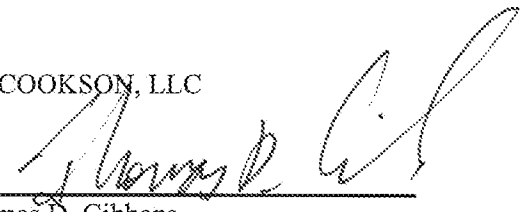
THE AMES COMPANIES, INC.

By: 
Name: Thomas D. Gibbons
Title: Treasurer

ATT SOUTHERN LLC

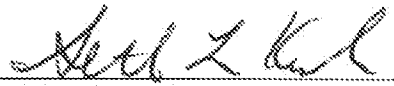
By: 
Name: Thomas D. Gibbons
Title: Vice President and Treasurer

CORNELLCOOKSON, LLC

By: 
Name: Thomas D. Gibbons
Title: Vice President

[Signature Page to Patent Security Agreement]

TELEPHONICS CORPORATION

By: 
Name: Seth L. Kaplan
Title: Executive Vice President and
Assistant Secretary

[Signature Page to Patent Security Agreement]

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

By: 
Name: Gavin Shak
Title: Assistant Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 051759 FRAME: 0659

SCHEDULE A

U.S. Patent and Patent Applications

Owner [New Name]	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
ATT Southern LLC	Nesting Packaging Design For Planters	16/568,732 09/12/2019	N/A
Clopay Corporation	High-Speed Sectional Door	16/383,724 04/15/2019	N/A
CornellCookson, LLC	Overhead Closure with Tube and Hook End Lock	15/492,285 04/20/2017	10,501,984 12/10/2019
CornellCookson, LLC	Floating Torsion Spring Tension Adjustment System	15/673,072 08/09/2017	10,513,875 12/24/2019
CornellCookson, LLC	Overhead Door with Stacking Panels	16/188,606 11/13/2018	N/A
The Ames Companies, Inc.	One-Piece Hose Guide for Hose Reel Deck Box	15/791,203 10/23/2017	N/A
The Ames Companies, Inc.	One-Piece Hose Guide for Hose Reel Deck Box	16/723,464 12/20/2019	N/A
The Ames Companies, Inc.	Implement Handle	29/490,442 05/09/2014	D782,894 04/04/2017
ATT Southern LLC	Planter or Bowl	29/717,834 12/19/2019	N/A
ATT Southern LLC	Planter or Bowl	29/717,829 12/19/2019	N/A
ATT Southern LLC	Planter or Bowl	29/717,832 12/19/2019	N/A
CornellCookson, LLC	Nesting Stacking Grille	16/339,900 04/05/2019	N/A
Clopay Corporation	Overhead Door	29/700,005 07/30/2019	N/A
Clopay Corporation	Overhead Door	29/700,054 07/31/2019	N/A
Clopay Corporation	Safety Gate for Loading Dock	PCT/US2019/05 7306 10/22/2019	N/A
CornellCookson, LLC	Apparatus and Method for Door Control	16/741,900 01/14/2020	N/A
Clopay Corporation	Cable Tension Device for Overhead Door	62/924,135 10/21/2019	N/A
Telephonics Corporation	Compact Dual-Function Radar with X-Band Long Distance Weather Monitoring	16/270,046 N/A	N/A
Telephonics Corporation	Monopulse Secondary Surveillance Radar System	62/937,815 N/A	N/A
Telephonics Corporation	GPS Denial Detection and Reporting and Mitigation	62/948,937 N/A	N/A