

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amended and Restated Grant of Security Interest in Trademark Rights	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ames True Temper, Inc.		09/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3292442		
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, 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:	509265/1529		
NAME OF SUBMITTER:	Mindy M. Lok		
Signature:	/ml/		

OP \$40.00 3292442

Date:

10/13/2010

Total Attachments: 5

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AMENDED AND RESTATED GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 30, 2010 is made by AMES TRUE TEMPER, INC., a Delaware corporation (the "Grantor"), with offices at 465 Railroad Avenue, Camp Hill, PA 17011, in favor of JPMORGAN CHASE BANK, N.A., with offices at 270 Park Avenue, 44th Floor, New York, NY 10017, as Administrative Agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of June 23, 2008 (as further amended, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), among Clopay Building Products Company, Inc., Clopay Plastic Products Company, Inc. ("Borrowers"), the Agent and the other Loan Parties thereto.

W I T N E S S E T H:

WHEREAS, the Borrowers, the Lenders, the Agent, the other agents party thereto and the other parties thereto have entered into an Amended and Restated Credit Agreement dated as of the date hereof which amends and restates in its entirety the Existing Credit Agreement (as it may be further amended, restated, supplemented, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as amended and restated from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including, without limitation, 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 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby reaffirms its grants to the 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, of 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 Agent for the benefit of the Secured Parties 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 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 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 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.

AMES TRLE TEMPER, INC.

By: 

Name: David Nuti

Title: Vice President of Finance and CFO

Date: September 30, 2010

[Signature Page to Granting of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004295 FRAME: 0680

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: **Kathleen C. Maggi**
Title: **Senior Vice President**
Date:

[Signature Page to Granting of Security Interest in Trademark Rights]

TRADEMARK
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SCHEDULE A

U.S. Trademark Registrations and Applications

COUNTRY	REFERENCE #	FILED	APP#	REG. DT	REG #	STATUS	CLASSES	OWNER
UNITED STATES	288907-00436	7/11/2005	78/667,594	9/11/2007	3292.442	REGISTERED	12	Ames True Temper, Inc.

Stylized Design (JACKSON BLUE WHEELBARROW TRAY)