

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514326

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Griffon Corporation		03/13/2019	Corporation: DELAWARE
ATT Southern LLC		03/13/2019	Limited Liability Company: DELAWARE
Clopay Building Products Company, Inc.		03/13/2019	Corporation: DELAWARE
Telephonics Corporation		03/13/2019	Corporation: DELAWARE
The Ames Companies, Inc.		03/13/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	101 N. Tryon St., 5th Floor
<b>Internal Address:</b>	Mail Code: NC1-001-05-45
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 81

Property Type	Number	Word Mark
Registration Number:	4460256	SOUTHERN PATIO
Registration Number:	4606537	HDR
Registration Number:	4999224	CMX
Registration Number:	5028576	TEAMINGOS
Registration Number:	5091235	ROOTRISER
Registration Number:	5215176	GLOW BY SOUTHERN PATIO
Registration Number:	5645655	WATER LESS OFTEN
Registration Number:	4403275	GLENMOOR
Registration Number:	4603524	STORM READY
Registration Number:	4603525	STORM READY
Registration Number:	4613153	INTELLICORE
Registration Number:	4752436	IMAGINE
Registration Number:	4823038	C COLOR BLAST

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4829125	CYPRESS
Registration Number:	4871326	C COLOR BLAST
Registration Number:	4871327	COLOR BLAST
Registration Number:	4871328	COLOR BLAST
Registration Number:	4896396	TREVIAN
Registration Number:	4896426	KINSLEIGH
Registration Number:	4925880	ENERGY SERIES
Registration Number:	4933742	ROSEMONT
Registration Number:	4975823	AVANTE
Registration Number:	5182993	EDQ
Registration Number:	5182994	EDQ
Registration Number:	5307369	CDQ
Registration Number:	5307370	CDQ
Registration Number:	5399214	MASTER AUTHORIZED DEALER
Registration Number:	5495115	CLOPAY AUTHORIZED DEALER
Serial Number:	88236650	CLOPAY DOOR IMAGINATION SYSTEM
Serial Number:	88236655	DOOR IMAGINATION SYSTEM
Registration Number:	1956539	STRENGTH THROUGH DIVERSITY
Registration Number:	1985328	GRIFFON CORPORATION
Registration Number:	2131589	GRIFFON CORPORATION
Registration Number:	4644778	TLSI SILICON DRIVEN
Registration Number:	4772317	SKY SEARCH-2000M
Registration Number:	4832298	SHARC
Registration Number:	4919329	TRUSTED TECHNOLOGY FOR A TACTICAL ADVANT
Registration Number:	4919330	TELEPHONICS TRUSTED TECHNOLOGY FOR A TAC
Registration Number:	4994303	SEG INTELLIGENCE APPLIED
Registration Number:	4994304	SEG INTELLIGENCE APPLIED
Registration Number:	4994324	TLSI SILICON DRIVEN
Registration Number:	5186799	MOSAIC
Registration Number:	5299076	SEG INTELLIGENCE APPLIED TELEPHONICS SYS
Registration Number:	5465022	TLSI SILICON DRIVEN TELEPHONICS LARGE SC
Registration Number:	2168833	
Registration Number:	2528208	POWRBRACE
Registration Number:	2573312	HARPER
Registration Number:	2658451	
Registration Number:	3049757	POWRWAVE
Registration Number:	3257233	
Registration Number:	3263494	

Property Type	Number	Word Mark
Registration Number:	4682594	AMES EST. 1774
Registration Number:	4682602	RAZOR-BACK
Registration Number:	4692552	POWERSTEP
Registration Number:	4725407	TRUE TEMPER
Registration Number:	4729234	UNIONTOOLS
Registration Number:	4732298	NEVER LEAK AMES EST. 1774
Registration Number:	4735892	AMES EST. 1774
Registration Number:	4778319	
Registration Number:	4782532	NATURECRAFT
Registration Number:	4782913	JACKSON
Registration Number:	4915695	
Registration Number:	4915696	
Registration Number:	4915697	
Registration Number:	4915699	
Registration Number:	4947332	SUPER SOCKET
Registration Number:	4948270	
Registration Number:	4948271	
Registration Number:	4969020	RAZOR-BACK
Registration Number:	4983545	RAZOR-BACK
Registration Number:	4983546	AMES EST. 1774
Registration Number:	5102174	
Registration Number:	5105798	RAZOR-BACK
Registration Number:	5119794	R
Registration Number:	5211098	AUTOWINDER
Registration Number:	5229219	UNIONTOOLS
Registration Number:	5266929	CROSSOVER
Registration Number:	5360620	RAZOR-BACK
Registration Number:	5521174	COMFORT STEP
Registration Number:	5676651	POWEREDGE
Serial Number:	88054319	RAIL-TIME

**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: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

**TRADEMARK**

**REEL: 006591 FRAME: 0395**

**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 03/14/2019

**Total Attachments: 12**

source=26. Griffon - Trademark Security Agreement Supplement#page1.tif  
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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):**

- 1. Griffon Corporation
- 2. ATT Southern LLC
- 3. Clopay Building Products Company, Inc.
- 4. Telephonics Corporation
- 5. The Ames Companies, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other 1. Corp.-DE; 2. LLC-DE; 3-5. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) March 13, 2019

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**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

B. Trademark Registration No.(s)

See Schedule A

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:**

81

**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

March 13, 2019  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

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

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 13, 2019 is made by Griffon Corporation, Clopay Building Products Company, Inc., Telephonics Corporation, The Ames Companies, Inc., and ATT Southern 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 Third Amended and Restated Credit Agreement, dated as of March 22, 2016 (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 (as successor to JPMORGAN CHASE BANK, N.A., in their respective capacities as administrative agent pursuant to that certain Successor Administrative Agent Agreement, dated as of February 22, 2019).

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, 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 Trademarks; 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 Trademarks; 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 Trademarks (including, without limitation, those items listed on Schedule A hereto), provided, however, that for the purpose of this Agreement "Trademarks" shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the U.S. Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use application shall be included in the definition of Trademark.

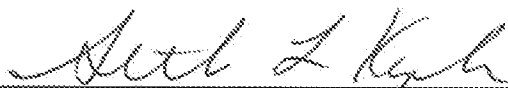
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of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

GRIFFON CORPORATION

By: 

Name: Seth L. Kaplan

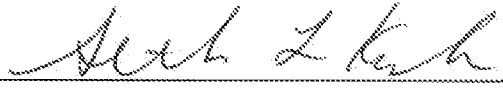
Title: Senior Vice President, General Counsel and Secretary

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006591 FRAME: 0400**



ATT SOUTHERN LLC

By: 

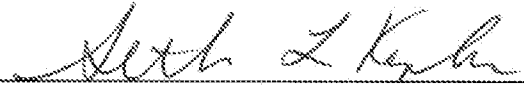
Name: Seth L. Kaplan

Title: Vice President

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006591 FRAME: 0401**

CLOPAY BUILDING PRODUCTS COMPANY,  
INC.

By: 

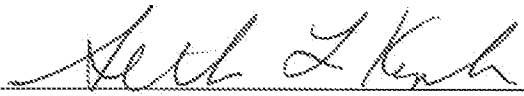
Name: Seth L. Kaplan

Title: Vice President and Assistant Secretary

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006591 FRAME: 0402**

TELEPHONICS CORPORATION

By: 

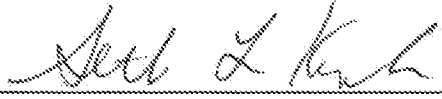
Name: Seth L. Kaplan

Title: Executive Vice President and Assistant  
Secretary

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006591 FRAME: 0403**

THE AMES COMPANIES, INC.

By: 

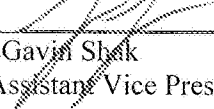
Name: Seth L. Kaplan

Title: Vice President

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006591 FRAME: 0404**

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

By:   
Name: Gavin Shak  
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006591 FRAME: 0405**

## SCHEDULE A

### U.S. Trademark Applications and Registrations

Trademark	App #	Reg No.	Owner
SOUTHERN PATIO	85980442	4460256	ATT Southern LLC
HDR	85937832	4606537	ATT Southern LLC
CMX	86518127	4999224	ATT Southern LLC
TEAMINGOS	86786438	5028576	ATT Southern LLC
ROOTRISER	87059157	5091235	ATT Southern LLC
GLOW BY SOUTHERN PATIO	87007365	5215176	ATT Southern LLC
WATER LESS OFTEN	87769819	5645655	ATT Southern LLC
GLENMOOR	85/846414	4403275	Clopay Building Products Company, Inc.
STORM READY	86/227013	4603524	Clopay Building Products Company, Inc.
STORM READY	86/227020	4603525	Clopay Building Products Company, Inc.
INTELLICORE & Vertical Design	86/193693	4613153	Clopay Building Products Company, Inc.
IMAGINE (Stylized)(Claiming Color)	85/965659	4752436	Clopay Building Products Company, Inc.
C COLOR BLAST & Design (Claiming Color)	86/227033	4823038	Clopay Building Products Company, Inc.
CYPRESS	86/219132	4829125	Clopay Building Products Company, Inc.
C COLOR BLAST & Design (Claiming Color)	86/227030	4871326	Clopay Building Products Company, Inc.
COLOR BLAST	86/227043	4871327	Clopay Building Products Company, Inc.
COLOR BLAST	86/227049	4871328	Clopay Building Products Company, Inc.
TREVIAN	86/499988	4896396	Clopay Building Products Company, Inc.
KINSLEIGH	86/529765	4896426	Clopay Building Products Company, Inc.
ENERGY SERIES	86/634794	4925880	Clopay Building Products Company, Inc.
ROSEMONT	86/499987	4933742	Clopay Building Products Company, Inc.
AVANTE	86/215911	4975823	Clopay Building Products Company, Inc.
EDQ	86/906017	5182993	Clopay Building Products Company, Inc.
EDQ	86/906031	5182994	Clopay Building Products Company, Inc.
CDQ	86/905995	5307369	Clopay Building Products Company, Inc.
CDQ	86/906023	5307370	Clopay Building Products Company, Inc.

MASTER AUTHORIZED DEALER	87/263474	5399214	Clopay Building Products Company, Inc.
CLOPAY AUTHORIZED DEALER & Design	87/343171	5495115	Clopay Building Products Company, Inc.
CLOPAY DOOR IMAGINATION SYSTEM	88/236650		Clopay Building Products Company, Inc.
DOOR IMAGINATION SYSTEM	88/236655		Clopay Building Products Company, Inc.
STRENGTH THROUGH DIVERSITY	74661546	1956539	Griffon Corporation
GRIFFON CORPORATION	74661547	1985328	Griffon Corporation
GRIFFON CORPORATION	74669771	2131589	Griffon Corporation
TLSI Silicon Driven (design)		4644778	Telephonics Corporation
Sky Search-2000M		4772317	Telephonics Corporation
SHARC		4832298	Telephonics Corporation
Trusted Technology for a Tactical Advantage		4919329	Telephonics Corporation
TELEPHONICS TRUSTED TECHNOLOGY FOR A TACTICAL ADVANTAGE A GRIFFON COMPANY		4919330	Telephonics Corporation
SEG Intelligence Applied (words)		4994303	Telephonics Corporation
SEG INTELLIGENCE APPLIED (design)		4994304	Telephonics Corporation
TLSI Silicon Driven (new design)		4994324	Telephonics Corporation
MOSAIC		5186799	Telephonics Corporation
SEG Intelligence Applied Telephonics systems engineering group		5299076	Telephonics Corporation
TLSI Telephonics Large Scale Integration		5465022	Telephonics Corporation
Rail-Time	88054319		Telephonics Corporation
Design Only	75080015	2168833	The Ames Companies, Inc.
POWRBRACE	75802505	2528208	The Ames Companies, Inc.
HARPER	76201769	2573312	The Ames Companies, Inc.
Design Only	76269213	2658451	The Ames Companies, Inc.
POWRWAVE	78508370	3049757	The Ames Companies, Inc.
Design Only	78528428	3257233	The Ames Companies, Inc.
Design Only	78528417	3263494	The Ames Companies, Inc.
AMES EST. 1774	85983014	4682594	The Ames Companies, Inc.
RAZOR-BACK (STYLIZED)	85983284	4682602	The Ames Companies, Inc.
POWERSTEP	86363769	4692552	The Ames Companies, Inc.
TRUE TEMPER	86325153	4725407	The Ames Companies, Inc.
UNIONTOOLS	86325161	4729234	The Ames Companies, Inc.
NEVER LEAK AMES EST. 1774 & DESIGN	86037762	4732298	The Ames Companies, Inc.
AMES EST. 1774 AND DESIGN	85983306	4735892	The Ames Companies, Inc.
BAR LOGO	86238165	4778319	The Ames Companies, Inc.
NATURECRAFT	86056732	4782532	The Ames Companies, Inc.
JACKSON AND BAR LOGO	86238161	4782913	The Ames Companies, Inc.

VBL RAZOR-BACK FOR SHOVELS (PFD)	86679962	4915695	The Ames Companies, Inc.
VBL TRUE TEMPER FOR LHT	86679975	4915696	The Ames Companies, Inc.
VBL AMES FOR SHOVELS	86679978	4915697	The Ames Companies, Inc.
VBL AMES FOR LEAF RAKES (GREEN)	86683475	4915699	The Ames Companies, Inc.
SUPER SOCKET	86492331	4947332	The Ames Companies, Inc.
VBL TRUE TEMPER FOR SNOW TOOLS	86759945	4948270	The Ames Companies, Inc.
VBL TRUE TEMPER FOR SNOW TOOLS	86759954	4948271	The Ames Companies, Inc.
RAZOR-BACK	85710842	4969020	The Ames Companies, Inc.
RAZOR BACK (STYLIZED)	85969272	4983545	The Ames Companies, Inc.
AMES EST. 1774 AND DESIGN	85969281	4983546	The Ames Companies, Inc.
VBL TRUE TEMPER FOR SNOW BRUSH	86759983	5102174	The Ames Companies, Inc.
RAZOR-BACK	86608671	5105798	The Ames Companies, Inc.
NEW RAZOR-BACK LIFE-LIKE HOG DESIGN	86238155	5119794	The Ames Companies, Inc.
AUTOWINDER	86942134	5211098	The Ames Companies, Inc.
UNION TOOLS	86974528	5229219	The Ames Companies, Inc.
CROSSOVER	86942138	5266929	The Ames Companies, Inc.
RAZOR-BACK	86974538	5360620	The Ames Companies, Inc.
COMFORT STEP	87629776	5521174	The Ames Companies, Inc.
POWEREDGE	87885727	5676651	The Ames Companies, Inc.