

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATT Southern, Inc.		06/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	85056166	CERAMIGLAST
Serial Number:	85056184	STONECAST
Serial Number:	77718424	SOUTHERN PATIO BARBEQUE
Registration Number:	3446731	METALGLAST
Registration Number:	3220806	FIBERFOAM
Registration Number:	3446733	TERRAGLAST
Registration Number:	3718503	HDR
Registration Number:	3546400	SOUTHERN PATIO
Registration Number:	3534018	BET YOU CAN'T TELL
Registration Number:	3546359	BET YOU CAN'T TELL SOUTHERN PATIO
Registration Number:	3546358	BET YOU CAN'T TELL! SOUTHERN PATIO
Registration Number:	3446732	COPPERGLAST
Registration Number:	3104478	FIBERLAST
Registration Number:	3038251	FIBERCAST

CH \$565.00 85056166

Registration Number:	2981508	FIBERGLAST
Registration Number:	3546402	SOUTHERN PATIO
Registration Number:	2541925	PERFECT PLANTER
Registration Number:	2062833	SOUTHERN EDGING
Registration Number:	2019610	"PERMA BARREL"
Registration Number:	1968923	"PERMA"-COTTA
Registration Number:	3546399	SOUTHERN PATIO
Registration Number:	1849318	SOUTHERN PATIO

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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:	509265/1574
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/mml/
Date:	07/20/2012

Total Attachments: 7
source=ATTSoTM#page1.tif
source=ATTSoTM#page2.tif
source=ATTSoTM#page3.tif
source=ATTSoTM#page4.tif
source=ATTSoTM#page5.tif
source=ATTSoTM#page6.tif
source=ATTSoTM#page7.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 30, 2012 is made by ATT Southern, Inc., a Delaware corporation (the “Grantor”), with offices at 465 Railroad Avenue, Camp Hill, PA 17011, in favor of JPMORGAN CHASE BANK, N.A., a national banking association with an address at P.O. Box 2558, Houston, TX 77252, 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 March 18, 2011 (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.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of March 18, 2011 (as amended and restated 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 Grantor has 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, 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 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 Grantor hereby assigns and grants 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).

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 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.

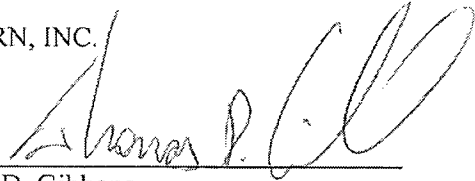
SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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.

ATT SOUTHERN, INC.

By: _____



Name: Thomas D. Gibbons

Title: Treasurer

Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 004826 FRAME: 0728

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

By: *Michelle Cipriani*
Name: Michelle Cipriani
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

See Attached.

TRADEMARKS

US TRADEMARKS AND APPLICATIONS (a)

<u>U.S. Reg./ Appl.(a) No.</u>	<u>Trademark</u>	<u>Applicant/Registrant</u>
85056166(a)	CERAMIGLAST	ATT Southern, Inc.
85056184(a)	STONECAST	ATT Southern, Inc.
77718424(a)	SOUTHERN PATIO BARBEQUE	ATT Southern, Inc.
3446731	METALGLAST	ATT Southern, Inc.
3220806	FIBERFOAM	ATT Southern, Inc.
3446733	TERRAGLAST	ATT Southern, Inc.
3718503	HDR & design	ATT Southern, Inc.
3546400	SOUTHERN PATIO	ATT Southern, Inc.
3534018	BET YOU CAN'T TELL	ATT Southern, Inc.
3546359	BET YOU CAN'T TELL SOUTHERN PATIO & design	ATT Southern, Inc.
3546358	BET YOU CAN'T TELL! SOUTHERN PATIO & design	ATT Southern, Inc.
3446732	COPPERGLAST	ATT Southern, Inc.
3104478	FIBERLAST	ATT Southern, Inc.
3038251	FIBERCAST	ATT Southern, Inc.
2981508	FIBERGLAST	ATT Southern, Inc.
3546402	SOUTHERN PATIO	ATT Southern, Inc.
2541925	PERFECT PLANTER	ATT Southern, Inc.
2062833	SOUTHERN EDGING	ATT Southern, Inc.
2019610	"PERMA BARREL"	ATT Southern, Inc.
1968923	"PERMA"-COTTA	ATT Southern, Inc.
3546399	SOUTHERN PATIO	ATT Southern, Inc.
1849318	SOUTHERN PATIO	ATT Southern, Inc.

NON-US TRADEMARKS AND APPLICATIONS (a)

<u>Jurisdiction</u>	<u>Reg./Appl. No.</u>	<u>Trademark</u>	<u>Applicant/Registrant</u>
Canada	CA1415313(a)	SOUTHERN PATIO	ATT Southern, Inc.
Mexico	MX1091589	SOUTHERN PATIO	ATT Southern, Inc.
Mexico	MX1091588	SOUTHERN PATIO	ATT Southern, Inc.
Mexico	MX1091587	SOUTHERN PATIO	ATT Southern, Inc.
China	10028170(a)	CERAMIGLAST (21)	ATT Southern, Inc.
China	10028171(a)	CERAMIGLAST (20)	ATT Southern, Inc.
China	10028172(a)	CERAMIGLAST (11)	ATT Southern, Inc.
China	10028184(a)	STONECAST (21)	ATT Southern, Inc.
China	10028185(a)	STONECAST (11)	ATT Southern, Inc.
China	10028163(a)	METALGLAST	ATT Southern, Inc.
China	10028167(a)	FIBERFOAM	ATT Southern, Inc.
China	10028183(a)	TERRAGLAST	ATT Southern, Inc.
China	10028164(a)	HDR & design	ATT Southern, Inc.
China	10028186(a)	SOUTHERN PATIO	ATT Southern, Inc.
China	10028169(a)	COPPERGLAST	ATT Southern, Inc.
China	10028165(a)	FIBERLAST	ATT Southern, Inc.
China	10028168(a)	FIBERCAST	ATT Southern, Inc.
China	10028166(a)	FIBERGLAST	ATT Southern, Inc.
China	10028188(a)	PERMA BARREL	ATT Southern, Inc.
China	10028187(a)	PERMA-COTTA	ATT Southern, Inc.
China	10028189(a)	PERFECT PLANTER	ATT Southern, Inc.
Hong Kong	302046582(a)	CERAMIGLAST	ATT Southern, Inc.
Hong Kong	302046708	STONECAST	ATT Southern, Inc.
Hong Kong	302046645	METALGLAST	ATT Southern, Inc.
Hong Kong	302046618	FIBERFOAM	ATT Southern, Inc.
Hong Kong	302046681	TERRAGLAST	ATT Southern, Inc.
Hong Kong	302046717	HDR & design	ATT Southern, Inc.
Hong Kong	302046672	SOUTHERN PATIO	ATT Southern, Inc.
Hong Kong	302046591	COPPERGLAST	ATT Southern, Inc.
Hong Kong	302046636	FIBERLAST	ATT Southern, Inc.
Hong Kong	302046609	FIBERCAST	ATT Southern, Inc.
Hong Kong	302046627	FIBERGLAST	ATT Southern, Inc.
Hong Kong	302046663	PERMA BARREL	ATT Southern, Inc.
Hong Kong	302046690	PERMA-COTTA	ATT Southern, Inc.
Hong Kong	302046654	PERFECT PLANTER	ATT Southern, Inc.

///