

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

GRIFFON CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

11-1893410
(I.R.S. Employer Identification No.)

100 Jericho Quadrangle, Suite 224, Jericho, New York 11753
(Address of Principal Executive Offices) (Zip Code)

NON-QUALIFIED STOCK OPTION AGREEMENT
(Full Title of the Plan)

Eric Edelstein, Executive Vice President and Chief Financial Officer
Griffon Corporation
100 Jericho Quadrangle
Suite 224
Jericho, New York 11753
(Name and Address of Agent for Service)

(516) 938-5544
(Telephone Number, Including Area Code, of Agent For Service)

copy to:
Gary T. Moomjian, Esq.
Kramer, Coleman, Wactlar & Lieberman, P.C.
100 Jericho Quadrangle
Suite 225
Jericho, New York 11753
(516) 822-4820

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To Be Registered	Amount To Be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Common Stock, par value \$.25	250,000	\$22.94	\$5,735,000	\$613.65

<FN>

(1) The Registration Statement also covers an indeterminate number of additional shares of Common Stock which may become issuable pursuant to anti-dilution and adjustment provisions of the options.

(2) Based upon the exercise price per share of the option.
</FN>

EXPLANATORY NOTE

This Registration Statement relates to the registration of 250,000 shares of Common Stock, par value \$.25 per share, of Griffon Corporation (the "Registrant") reserved for issuance upon the exercise of options granted by the

Registrant to Eric P. Edelstein on March 1, 2005. Mr. Edelstein holds options to purchase an aggregate 250,000 shares of Common Stock at an exercise price of \$22.94 per share, the closing price of the Common Stock on the New York Stock Exchange on the date of grant. The options have a term of seven years and were issued by the Registrant in order to induce Mr. Edelstein to enter into an employment agreement with the Registrant.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant hereby incorporates by reference the documents listed below. In addition, all documents and reports subsequently filed by the Registrant with the Securities and Exchange Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act of 1934 prior to the filing of a post-effective amendment to this Registration Statement, which indicates that all securities offered hereby have been sold or which deregisters all such securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained herein or in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this Registration Statement, except as modified or superseded.

- (1) The Registrant's Annual Report on Form 10-K for the fiscal year ended September 30, 2005;
- (2) The Registrant's Proxy Statement dated December 28, 2005 for its 2006 Annual Meeting of Stockholders;

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- (3) The Registrant's Quarterly Report on Form 10-Q for the quarter ended December 31, 2005;
- (4) The Registrant's Current Report on Form 8-K (Date of Report: November 3, 2005) filed on November 3, 2005;
- (5) The Registrant's Current Report on Form 8-K (Date of Report: November 3, 2005) filed on November 8, 2005;
- (6) The Registrant's Current Report on Form 8-K (Date of Report: December 15, 2005) filed on December 20, 2005;
- (7) The Registrant's Current Report on Form 8-K (Date of Report: February 3, 2006) filed on February 3, 2006;
- (8) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form 8-A, dated January 19, 1993, including any amendment(s) or report(s) filed for the purpose of updating such description; and

The Company will provide without charge to each person to whom a copy of this Registration Statement is delivered, upon the written or oral request of such person, a copy of any or all of the documents incorporated by reference (except for exhibits thereto unless specifically incorporated by reference therein). Requests for such copies should be directed to the Secretary, Griffon Corporation, 100 Jericho Quadrangle, Suite 224, Jericho, New York 11753, (516) 938-5544.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Edward I. Kramer is a member of the law firm of Kramer, Coleman, Wactlar & Lieberman, P.C. ("KCW&L"), counsel to the Registrant. As of January 20, 2006, Mr. Kramer beneficially owns 86,402 shares of Common Stock of the Registrant, which includes 326 shares owned by Mr. Kramer's wife, 5,926 shares allocated to Mr. Kramer under Kramer, Coleman, Wactlar & Lieberman, P.C.'s Profit Sharing Plan (but excluding the other shares held by the Profit Sharing Plan), and options exercisable within 60 days to purchase 50,000 shares of Common Stock of the Registrant granted to Mr. Kramer pursuant to the Registrant's various stock option plans.

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Item 6. Indemnification of Directors and Officers.

Under the provisions of the Certificate of Incorporation and By-Laws of the Registrant, each person who is or was a director or officer of the Registrant shall be indemnified by the Registrant as of right to the fullest extent permitted or authorized by the General Corporation Law of Delaware.

Under such law, to the extent that such person is successful on the merits of defense of a suit or proceeding brought against him by reason of the fact that he is a director or officer of the Registrant, he shall be indemnified against expenses (including attorneys' fees) reasonably incurred in connection with such action.

If unsuccessful in defense of a third-party civil suit or a criminal suit is settled, such a person shall be indemnified under such law against both (1) expenses (including attorneys' fees) and (2) judgments, fines and amounts paid in settlement if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Registrant, and with respect to any criminal action, had no reasonable cause to believe his conduct was unlawful.

If unsuccessful in defense of a suit brought by or in the right of the Registrant, or if such suit is settled, such a person shall be indemnified under such law only against expenses (including attorneys' fees) incurred in the defense or settlement of such suit if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Registrant except that if such a person is adjudicated to be liable in such suit for negligence or misconduct in the performance of his duty to the Registrant, he cannot be made whole even for expenses unless the court determines that he is fairly and reasonably entitled to be indemnified for such expenses.

The officers and directors of the Registrant are covered by officers' and directors' liability insurance. The Registrant has entered into Indemnification Agreements with its directors and officers. The Agreements provide for reimbursement for all direct and indirect costs of any type or nature whatsoever (including attorneys' fees and related disbursements) actually and reasonably incurred in connection with either the investigation, defense or appeal of a Proceeding, as defined, including amounts paid in settlement by or on behalf of an Indemnitee, as defined.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

4.1. Non-Qualified Stock Option Agreement

- 5.1. Opinion and consent of Kramer, Coleman, Wactlar & Lieberman, P.C.
- 23.1. Consent of Kramer, Coleman, Wactlar & Lieberman, P.C. - included in their opinion filed as Exhibit 5.1
- 23.2. Consent of PricewaterhouseCoopers LLP
- 24. Powers of Attorney - included in signature page hereof

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Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, That:

(A) Paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-8 (ss. 239.16b of this chapter), and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) that are incorporated by reference in the registration statement; and

(B) Paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of his section do not apply if the registration statement is on Form S-3 (ss. 239.13 of this chapter) or Form F-3 (ss. 239.33 of this chapter) and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form or prospectus filed pursuant to Rule 424(b) (ss. 230.424(b) of this chapter) that is part of the registration statement.

(2) That, for the purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

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(b) The undersigned Registrant hereby undertakes that, for purposes of

determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against policy as expressed in the Act and will be governed by final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Jericho, State of New York, on February 9, 2006.

GRIFFON CORPORATION

By: /s/ Harvey R. Blau

Harvey R. Blau
Chairman and Chief Executive Officer
(Principal Executive Officer)

Each person whose signature appears below constitutes and appoints Harvey R. Blau and Eric P. Edelstein, and each of them, with full power of substitution, his true and lawful attorney-in-fact and agents to do any and all acts and things in his name and on his behalf in his capacities indicated below which they or either of them may deem necessary or advisable to enable Griffon Corporation to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement including specifically, but not limited to, power and authority to sign for him in his name in the capacities stated below, any and all amendments (including post-effective amendments) thereto, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in such connection, as fully to all intents and purposes as we might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Signature	Title	Date
/s/Harvey R. Blau ----- Harvey R. Blau	Chairman and Chief Executive Officer (Principal Executive Officer)	2/9/2006 -----
/s/Eric P. Edelstein	Executive Vice President and Chief	2/9/2006

----- Eric P. Edelstein	Financial Officer (Principal Financials and Accounting Officer)	----- 2/9/2006
----- /s/Patrick L. Alesia Patrick L. Alesia	Vice President, Treasurer and Secretary	----- 2/9/2006
----- /s/Henry A. Alpert Henry A. Alpert	Director	----- 2/9/2006
----- /s/ Bertrand M. Bell Bertrand M. Bell	Director	----- 2/9/2006
----- /s/ Blaine V. Fogg Blaine V. Fogg	Director	----- 2/9/2006
----- /s/Robert G.Harrison Robert G. Harrison	Director	----- 2/9/2006
----- /s/ Clarence A. Hill, Jr. Clarence A. Hill, Jr.	Director	----- 2/9/2006

----- /s/Ronald J. Kramer Ronald J. Kramer	Director	----- 2/9/2006
----- /s/Donald J. Kutyna Donald J. Kutyna	Director	----- 2/9/2006
----- James W. Stansberry	Director	-----
----- /s/Martin S. Sussman Martin S. Sussman	Director	----- 2/9/2006
----- /s/William H. Waldorf William H. Waldorf	Director	----- 2/9/2006
----- /s/Joseph J. Whalen Joseph J. Whalen	Director	----- 2/9/2006
----- /s/Lester L. Wolff Lester L. Wolff	Director	----- 2/9/2006

NON-QUALIFIED STOCK OPTION AGREEMENT

AGREEMENT made as of the 1st day of March, 2005, between GRIFFON CORPORATION, a Delaware corporation, (hereinafter called the "Company") and ERIC EDELSTEIN (hereinafter called "Optionee").

W I T N E S S E T H:

WHEREAS, concurrently herewith the Company and the Optionee intend to enter into an employment agreement (the "Employment Agreement") pursuant to which the Optionee shall be employed as an Executive Vice President and Chief Financial Officer of the Company; and

WHEREAS, in order to induce Optionee to enter into the Employment Agreement, the Company has determined that it is advisable to grant to Optionee an award of certain options to purchase the Company's common stock, par value \$.25 per share (the "Common Stock"); and

WHEREAS, the Optionee is only willing to enter into the Employment Agreement if the Company enters into this option agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Grant of Option. The Company hereby grants to Optionee an option to

purchase a total of 250,000 shares of the authorized and unissued Common Stock of the Company (the "Option") at an exercise price of \$22.94 per share, which is the closing price of the Common Stock on the date hereof. The within Option is immediately vested and is exercisable in accordance with Section 2 hereof.

2. Exercisability and Term of Option. The within Option may be exercised at

any time before the Expiration Date in the following amounts:

- As to 50% of the shares of Common Stock, on or after March 1, 2006
- As to 100% of the shares of Common Stock, on or after March 1, 2007

The rights represented by this Option are exercisable at the option of the holder hereof in whole at any time, or in part from time to time, within the periods above specified at the price specified in Section 1 hereof. The within Option may be exercised by Optionee at any time prior to February 28, 2012 (the "Expiration Date"); provided, that in the event of the prior termination or expiration of the Employment Agreement or Optionee's employment with the Company on or before March 1, 2007, whether under the Employment Agreement or otherwise, the Optionee shall have until May 1, 2007 to exercise the within Option; provided, further, that in the event of any termination or expiration of the Employment Agreement or Optionee's employment with the Company prior to the Expiration Date but after March 1, 2007, whether under the Employment Agreement or otherwise, the Optionee shall have a period of sixty (60) days from such termination or expiration to exercise the within Option, but in no event shall the Option be exercisable after the Expiration Date.

3. Anti-dilution. The price per share at which shares of Common Stock may be

purchased hereunder, and the number of such shares to be purchased upon exercise hereof, are subject to change or adjustment as follows:

(A) In case the Company shall, while this Option remains unexercised, in whole or in part, and in force, effect a recapitalization of such character that the shares of Common Stock purchasable hereunder shall be changed into or become exchangeable for a larger or smaller number of shares, then, after the date of record for effecting such recapitalization, the number of shares of Common Stock which the holder hereof shall be entitled to

purchase hereunder shall be increased or decreased, as the case may be, in direct proportion to the increase or decrease in the number of shares of Common Stock by reason of such recapitalization, and the purchase price hereunder per share of such recapitalized Common Stock shall, in the case of an increase in the number of such shares, be proportionately reduced, and in the case of a decrease in the number of such shares, shall be proportionately increased. For the purpose of this subsection (A), a stock dividend, stock split up or reverse split shall be considered as a recapitalization and as an exchange for a larger or smaller number of shares, as the case may be.

(B) In the case of any consolidation of the Company with, or merger of the Company into, any other Company, or in case of any sale or conveyance of all or substantially all of the assets of the Company in connection with a plan of complete liquidation of the Company, then, as a condition of such consolidation, merger or sale or conveyance, adequate provision shall be made whereby the holder hereof shall thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in this Option and in lieu of shares of Common Stock immediately theretofore purchasable and receivable upon the exercise of the rights represented hereby, such shares of stock or securities as may be issued in connection with such consolidation, merger or sale or conveyance with respect to or in exchange for the number of outstanding shares of Common Stock immediately therefore purchasable and receivable upon the exercise of the rights represented hereby had such consolidation, merger or sale or conveyance not taken place, and in any such case appropriate provision shall be made with respect to the rights and interests of the holder of this Option to the end that the provisions hereof shall be applicable as nearly as may be in relation to any shares of stock or securities thereafter deliverable upon the exercise hereof.

4. Non-Transferability of Option. The Option granted under this Agreement

shall not be transferable otherwise than by will or the laws of descent and distribution or to the extent permitted by the Board of Directors of the Company or the Compensation Committee of the Board of Directors.

5. Purchase for Investment. To the extent that, at the time of exercise of the

within Option, the underlying shares have not been registered for sale under the Securities Act or 1933, as amended, the Optionee represents, on behalf of himself and any transferees permitted by the terms of the Plan, that any shares of Common Stock purchased pursuant to this Agreement will be acquired in good faith for investment and not for resale or distribution, and Optionee on behalf of himself and said person or persons, agrees that each notice of the exercise of the within Option shall contain or be accompanied by a representation in writing signed by him or said person or persons, as the case may be, in form satisfactory to the Company, that the shares of Common Stock to be purchased pursuant to such notice are being so acquired and will not be sold except in compliance with applicable securities laws.

6. Covenant of the Company. The Company covenants and agrees that all shares

may be delivered upon the exercise of this Option and will, upon delivery, be fully paid and non-assessable, and, without limiting the generality of the foregoing, the Company covenants and agrees that it will at all times to

reserve or hold available a sufficient number of shares of Common Stock to cover the number of shares issuable upon the exercise of this Option.

7. Rights as Shareholder. This Option shall not entitle the holder hereof to

any voting rights or other rights as a shareholder of the Company, or to any other rights whatsoever except the rights herein expressed, and no dividends shall be payable or accrue in respect of this Option or the interest represented hereby or the shares purchasable hereunder until or unless, and except to the extent that, this Option shall be exercised.

8. Information. The Company will transmit to the holder of this Option such

information, documents and reports as are generally distributed to shareholders of the Company concurrently with the distribution thereof to such shareholders.

9. Notices. Notices to be given to the holder of this Option shall be deemed

to have been sufficiently given if delivered or mailed, addressed in the name and at the address of such holder appearing in the records of the Company, and if mailed, sent first class registered or certified mail, postage prepaid. The address of the Company is 100 Jericho Quadrangle, Jericho, New York 11753, and the Company shall give written notice of any change of address to the holder hereof.

10. Applicable Law. This Agreement and the legal relations among the parties

hereto shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed therein.

11. Consent to Jurisdiction and Waivers. The parties hereto irrevocably

consent that any legal action or proceeding against any of them under, arising out of or in any manner relating to, this Agreement or any other document delivered in connection herewith, may be brought in any court of the State of New York located within Nassau County or in the United States District Court for the Eastern District of New York. By the execution and delivery of this Agreement, the parties expressly and irrevocably consent and submit to the personal jurisdiction of any of such courts in any such action or proceeding. The parties further irrevocably consent to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by any other manner permitted by law. The parties hereby expressly and irrevocably waive any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum non convenient or any similar basis.

IN WITNESS WHEREOF, the Company has caused this Option to be executed and delivered as of the date first above written.

GRIFFON CORPORATION

By: /s/ Patrick Alesia

PATRICK ALESIA, Vice President

/s/ Eric Edelstein

ERIC EDELSTEIN, Optionee

February 9, 2006

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

Re: Griffon Corporation
Registration Statement on Form S-8

Gentlemen:

Reference is made to the filing by Griffon Corporation (the "Registrant") of a Registration Statement on Form S-8 with the Securities and Exchange Commission pursuant to the provisions of the Securities Act of 1933, as amended, covering the registration of 250,000 shares of the Registrant's Common Stock to be issued in connection with a non-qualified stock option (the "Option") issued to induce Eric P. Edelstein to join the Corporation as Executive Vice President and Chief Financial Officer.

As counsel for the Registrant, we have examined its corporate records, including its Certificate of Incorporation, as amended, By-Laws, its corporate minutes, the form of its Common Stock certificate and such other documents as we have deemed necessary or relevant under the circumstances.

Based upon our examination, we are of the opinion that the shares of the Registrant's Common Stock, when issued, will be validly authorized, legally issued, fully paid and non-assessable.

We hereby consent to be named in the Registration Statement, which constitutes a part thereof as counsel to the Corporation, and we hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement.

Very truly yours,

/s/Kramer, Coleman, Wactlar & Lieberman, P.C.

KRAMER, COLEMAN, WACTLAR & LIEBERMAN, P. C.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated December 13, 2005 relating to the financial statements, financial statement schedule, management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting, of Griffon Corporation, which appears in Griffon Corporation's Annual Report on Form 10-K for the fiscal year ended September 30, 2005.

PricewaterhouseCoopers LLP
300 Madison Avenue
New York, New York 10016

/s/PricewaterhouseCoopers LLP

February 9, 2006