

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JW Aluminum Company		11/26/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	150 Fourth Avenue North, 2nd Floor		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1937273	POLYGREEN	
Registration Number:	3236596	JW ALUMINUM	
Registration Number:	3193875	JW	
Registration Number:	3236597	JW ALUMINUM	
Registration Number:	3236598	JW	
Registration Number:	1819394	HYCOR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	daniel.cote@thomsonreuters.com		
Correspondent Name:	Robin Riley, Legal Assistant		
Address Line 1:	75 East 55th Street		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10022		

OP \$165.00 1937273

NAME OF SUBMITTER:	Robin Riley, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	11/28/2012
Total Attachments: 6 source=Order 35786152 - JWA - Trademark Security#page1.tif source=Order 35786152 - JWA - Trademark Security#page2.tif source=Order 35786152 - JWA - Trademark Security#page3.tif source=Order 35786152 - JWA - Trademark Security#page4.tif source=Order 35786152 - JWA - Trademark Security#page5.tif source=Order 35786152 - JWA - Trademark Security#page6.tif	

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):

JW Aluminum Company

- Individual(s)
- General Partnership
- Corporation- State: USA - Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 26, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Bank National Association, **

Internal

Address: ** as Collateral Agent

Street Address: 150 Fourth Avenue North, 2nd Floor

City: Nashville

State: TN

Country: United States Zip: 37219

- Association Citizenship American
- General 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)

None

B. Trademark Registration No.(s)

See attached Schedule I.

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: Robin Riley, Legal Assistant

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robjriley@paulhastings.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

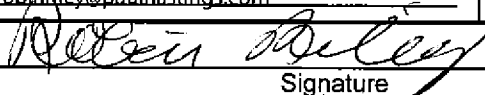
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

November 27, 2012

Date

Robin Riley

Name of Person Signing

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

6

Trademark Security Agreement

Trademark Security Agreement, dated as of November 26, 2012, by JW ALUMINUM COMPANY (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of November 26, 2012 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed (including by facsimile or other electronic means) in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JW ALUMINUM COMPANY

By: Wesley A. Tomaszek
Name: Wesley A. Tomaszek
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004908 FRAME: 0277

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,

as Collateral Agent

By: Wally Jones
Name: Wally Jones
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004908 FRAME: 0278

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
JW Aluminum Company	1,937,273	POLYGREEN
JW Aluminum Company	3236596	JW ALUMI- NUM and De- sign
JW Aluminum Company	3193875	JW and Design
JW Aluminum Company	3236597	JW ALUMI- NUM
JW Aluminum Company	3236598	JW Stylized
JW Aluminum Company	1819394	HYCOR

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK