

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 |
|--|----------|----------------|-----------------------|
| JW Aluminum Company, successor by merger with WD Aluminum Acquisition Co. 2. | | 12/05/2003 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------------------------|
| Name: | General Electric Capital Corporation |
| Street Address: | 500 West Monroe Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1937273 | POLYGREEN |
| Registration Number: | 1819394 | HYCOR |

CORRESPONDENCE DATA

Fax Number: (312)863-7442

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3863

Email: mary.schmidt@goldbergkohn.com

Correspondent Name: Mary A. Schmidt

Address Line 1: 55 E. Monroe Street, Suite 3700

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

5107.024

NAME OF SUBMITTER:

Mary A. Schmidt

Total Attachments: 4

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TRADEMARK
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OP \$65.00 1937273

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2003 by JW ALUMINUM COMPANY, successor by merger with WD Aluminum Acquisition Co. 2., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to ~~execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;~~

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing and of the Trademark Licenses to which it is a party, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[signature page follows]

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

JW ALUMINUM COMPANY, successor by merger
with WD Aluminum Acquisition Co. 2., a Delaware
corporation

By: William F. Dawson, Jr.
Name: William F. Dawson, Jr.
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Frederick T. Kanni
Name: Frederick T. Kanni
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

TRADEMARK REGISTRATIONS

| | <u>Mark Description</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-----|--------------------------|-------------------------|--------------------------|
| 1. | POLYGREEN (U.S.) | 1,937,273 | |
| 2. | HYCOR (U.S.) | 1,819,394 | |
| 3. | HYCOR (Korea) | 259021 | |
| 4. | HYCOR (Canada) | 418539 | |
| 5. | HYCOR (Israel) | 82314 | |
| 6. | HYCOR (Taiwan) | 589486 | |
| 7. | HYCOR (France) | 92/420643 | |
| 8. | HYCOR (Thailand) | KOR6505 | |
| 9. | HYCOR (Mexico) | 421288 | |
| 10. | HYCOR (Singapore) | 886192 | |
| 11. | Mt. Holly (Saudi Arabia) | 364137 | |

TRADEMARK APPLICATIONS

None