

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TruSeal Technologies, Inc.		02/26/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	500 Woodward Ave.
Internal Address:	One Detroit Center, 9th Floor
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	a Michigan banking corporation: MICHIGAN

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2738133	INSULEDGE
Registration Number:	2271607	WINDOW VIEWS
Registration Number:	2256468	TRUSEAL TECHNOLOGIES
Registration Number:	2264082	TRUSEAL TECHNOLOGIES
Registration Number:	2072433	OPTI-BEAD
Registration Number:	1898109	SWIGGLE

CORRESPONDENCE DATA	
Fax Number:	(734)930-2494
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	asujek@bodmanlongley.com
Correspondent Name:	Angela Alvarez Sujek
Address Line 1:	110 Miller, Suite 300
Address Line 4:	Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
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OP \$165.00 2738133

Total Attachments: 9

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**JOINDER AGREEMENT
(Security Agreement)**

THIS JOINDER AGREEMENT is dated as of February 26, 2004 by TruSeal Technologies, Inc., a Delaware corporation ("New Debtor").

WHEREAS, pursuant to Section 6.16 of that certain Quanex Corporation Revolving Credit Agreement dated as of November 26, 2002 (as amended or otherwise modified from time to time, the "Credit Agreement") by and among Quanex Corporation, a Delaware corporation ("Company"), the Banks signatory thereto and Comerica Bank, as Agent for the Banks (in such capacity, "Agent"), and pursuant to Section 4.14(a) of that certain Security Agreement dated as of November 26, 2002 (the "Security Agreement") executed and delivered by the Debtors named therein ("Debtors") in favor of Agent, for and on behalf of the Banks, the New Debtor is required to become a party to the Security Agreement.

WHEREAS, pursuant to Section 6.16 of the Credit Agreement, the New Debtor is also required to become a party to the Guaranty dated as of November 26, 2002 (as amended or otherwise modified from time to time, the "Guaranty").

WHEREAS, in order to comply with Section 6.16 of the Credit Agreement and 4.14(a) of the Security Agreement, New Debtor executes and delivers this Joinder Agreement to the Security Agreement in accordance with the Credit Agreement.

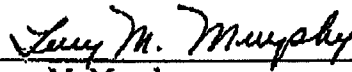
NOW THEREFORE, as a further inducement to Banks to continue to provide credit accommodations to Company and the Account Parties (as defined in the Credit Agreement), New Debtor hereby covenants and agrees as follows:

1. All capitalized terms used herein shall have the meanings assigned to them in the Credit Agreement unless expressly defined to the contrary.
2. New Debtor hereby enters into this Joinder Agreement in order to comply with Section 6.16 of the Credit Agreement and Section 4.14(a) of the Security Agreement and does so in consideration of the Advances made or to be made from time to time under the Credit Agreement (and the other Loan Documents, as defined in the Credit Agreement).
3. The schedules attached to this Joinder Agreement are intended to supplement the schedules of the Security Agreement with the respective information applicable to New Debtor.
4. New Debtor shall be considered, and deemed to be, for all purposes of the Credit Agreement, the Security Agreement and the other Loan Documents, a Debtor under the Security Agreement as fully as though New Debtor had executed and delivered the Security Agreement at the time originally executed and delivered under the Credit Agreement and hereby ratifies and confirms its obligations under the Security Agreement, all in accordance with the terms thereof.
5. No Default or Event of Default (each such term being defined in the Credit Agreement) has occurred and is continuing under the Credit Agreement.

6. This Joinder Agreement shall be governed by the laws of the State of Michigan and shall be binding upon New Debtor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned New Debtor has executed and delivered this Joinder Agreement as of February 26, 2004.

TRUSEAL TECHNOLOGIES, INC.

By: 
Terry M. Murphy
Vice President

Schedule A
Locations of Equipment and Inventory

1. 403 Treuhaft Boulevard, Barbourville, Kentucky 40906
2. 23150 Commerce Park, Beachwood, Ohio 44122
3. 158 Treuhaft Boulevard, Barbourville, Kentucky 40906 [leased warehouse facility -- landlord is Mary Davis at 1956 KY 1803, Barbourville, Kentucky 40906]
4. Certain inventory owned by TruSeal is located at vendors.
5. Certain inventory owned by TruSeal is stored in third party warehouses pursuant to Agreements for Warehouse Services by and between the Company and:
 - (a) Dominion Warehousing and Distribution Services LTD., as of March 5, 2003
 - (b) Edwards Warehouse Company, dated March 31, 2003
 - (c) MTE Logistix Calgary Inc., effective January 1, 2003
 - (d) USCO Logistics Services, Inc., effective February 1, 2003
 - (e) MTE Logistix Pacific Inc., dated July 27, 2001

Schedule B
Jurisdictions for Filing UCC-1 Financing Statements

Delaware

Schedule C
Jurisdiction of Organization

<u>Company</u>	<u>Jurisdiction of Organization</u>	<u>Registration No.</u>
TruSeal Technologies, Inc.	Delaware	2753817

Schedule D
Intellectual Property

1. Patents and Patent Applications
See attached.
2. Trademarks and Trademark Applications
See attached.
3. Registered Copyrights and Applications for Copyright Registrations
None.
4. Domain Names
 - (a) Truseal.com
 - (b) Swiggle.com
 - (c) Swigglestrip.com
 - (d) Insuledge.com
5. License Agreement, effective the 23rd day of June 1997, by and between Tremco Limited and the Company
6. Settlement Agreement and Amendment to License Agreement, dated as of May 29, 2003, by and between AFG Industries, Inc. and the Company
7. Software License and Services Agreement, dated August 15, 1997, by and between Agilisys, Inc. (as successor in interest to SCT Manufacturing & Distribution Systems, Inc.) and the Company
8. Distribution Agreement, dated April 23, 2002, by and between the Company and Besten, Inc. (grants the Company a license to use all of Besten's intellectual property associated with the products being distributed by the Company in connection with the Company's marketing of such products)
9. Fenestration Products Distribution Agreement, dated June 1, 1999, by and between the Company and Homeshield Fabricated Products (allows the Company to use certain trademarks of Homeshield Fabricated Products in connection with the Company's distribution of products)
10. The Lockformer Company v. PPG Industries
The Company is currently a defendant in one complaint involving patent infringement. This case involves the Company and a business partner with which the Company entered into a joint product development. The Company is fully indemnified by this partner; however, this partner is currently in bankruptcy. Immaterial sales of the affected product were made by the Company. The Company and its business partner received summary judgment in their favor. PPG Industries has appealed the summary judgment.

11. The Company has provided notice to AFG Industries, Inc. of an alleged third party infringement of patents which the Company has licensed from AFG Industries, Inc. pursuant to the Settlement Agreement and Amendment to License Agreement, dated as of May 29, 2003, by and between AFG Industries, Inc. and the Company

Quanex Corporation
Re: TruSeal Technologies, Inc.
U.S. Trademarks

Mark	Reg./Serial No.
INSULEDGE	2,738,133
WINDOW VIEWS	2,271,607
TRUSEAL TECHNOLOGIES	2,256,468
TRUSEAL TECHNOLOGIES	2,264,082
OPTI-BEAD	2,072,433
SWIGGLE	1,898,109

Quanex Corporation
Re: TruSeal Technologies, Inc.
U.S. PATENTS

Patent No.	Title
4756789	Tool for applying glass insulating strips
4873803	Insulating a window pane
5106663	Improved double-paned window system having controlled sealant thickness
5045146	Tape applicator with corner forming device
RE35291	Apparatus for laying strip on glass or like material
5209034	Prevention of fogging and discoloration of multi-pane windows
5270091	Units using solid or coextruded mastics
6355328	Preformed flexible laminate
60/096490	Dispensable non-adhesive desiccated matrix system for insulating glass units
6212756	Dispensable non-adhesive desiccated matrix system for insulating glass units
6562452	Dispensable non-adhesive desiccated matrix system for insulating glass units
09/421307	Composite insulated structural member
09/432909	Spacer element and composite insulated structural member
6581341	Continuous flexible spacer assembly having sealant support member
6622456	Method for filling the inner space of insulating glass units with inert gases
10/224983	
4431691	Dimensionally stable sealant and spacer strip and composite structures
4400 338	Method for making sealant
4499703	Method for retrofitting windows
4477036	Method of winding strip material and lining strip
4545549	Tape winding apparatus
5234730	Adhesive composition, process, and product
4814215	Adhesive composition, process, and product

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