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OCT 25 2004
TRADEMARK OFFICE

10-28-2004

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Form PTO-1594
(Rev 6-93)

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JW Aluminum Company

10-25-04

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
X Corporation
☐ Other

Additional name(s) of conveying party(ies) attached? ☐Yes ☐ No

2. Name and address of receiving party(ies):

Name: GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

Street Address: 335 Madison Avenue, 12th Floor

City: New York State: NY ZIP: 10017

Country:
☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
X Corporation
Other

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)

Additional name(s) & Address(es) attached? Yes * No

3. Nature of conveyance:

☐ Assignment ☐ Merger
* Security Agreement ☐ Change of Name
☐ Other

Execution Date: October 21, 2004

4. Application number(s) or trademark number(s): 1,937,273 1,819,394 76/660,605 76/600,604 76/600,575 (Schedule I)

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

B. Trademark No.(s)

Additional numbers attached Yes * No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert E. Rude II
Internal Address: Mayer, Brown Rowe & Maw LLP

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 5

7. Total fee (37 CFR 3.41): $ 140.00

* Enclosed (Check No. 3431)

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert E. Rude II — Name of Person Signing
RERII — Signature
October 25, 2004 — Date

Total number of pages comprising cover sheet and document attachments: 8

10/27/2004 DBYRNE 00000173 1937273
01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

DCDB01 20674799.1 25-Oct-04 13:00

TRADEMARK SECURITY AGREEMENT

(Credit and Guaranty Agreement (First Lien))

This TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2004 (this "Agreement"), is made by JW ALUMINUM COMPANY, a Delaware corporation (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION ("GECC"), as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a Credit and Guaranty Agreement (First Lien), dated as of October 21, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as the Borrower, JW Aluminum Holding Company, a Delaware corporation, as a guarantor, the various financial institutions and other Persons from time to time parties thereto (each, individually, a "Lender", and, collectively, the "Lenders"), Credit Suisse First Boston, acting through its Cayman Islands Branch, as the Administrative Agent and the Lead Arranger, and GECC, as the Collateral Agent and the Syndication Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of October 21, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, 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 in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security

interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or

recourse of any kind whatsoever, other than a representation and warranty that the applicable Trademark Collateral is free of any lien, encumbrance or other adverse claim created by the Collateral Agent, all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

JW ALUMINUM COMPANY

By: _____
Name: Don Kassing
Title: President and CEO

GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent

By: _____
Name: James R. Miller
Title: Duly Authorized Signatory

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Country	Trademark	Registration No.	Registration Date
USA	POLYGREEN	1,937,273	November 21, 1995
USA	HYCOR	1,819,394	February 1, 1994
South Korea	HYCOR	259021	
Canada	HYCOR	418539	
Israel	HYCOR	82314	
Taiwan	HYCOR	589486	
France	HYCOR	92/420643	
Thailand	HYCOR	KOR6505	
Mexico	HYCOR	421288	

1-NY/1834758.1

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
USA	JW Aluminum plus Design	76/660,605	July 2, 2004
USA	JW Aluminum Stylized	76/600,604	July 2, 2004
USA	JW plus Design	76/600,575	July 2, 2004

Trademark Applications In Preparation

None.

Item B. Trademark Licenses

None.

1-NY/1834758.1