

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JW Aluminum Company		12/07/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as the "Collateral Agent"		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1819394	HYCOR	
Registration Number:	1937273	POLYGREEN	
Serial Number:	78832291	JW ALUMINUM	
Serial Number:	78832364	JW	
Serial Number:	78832412	JW ALUMINUM	
Serial Number:	78832492	JW	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(714) 540-1235		
Email:	ipdocket@LW.com, pam.pascual@LW.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038266-0063 2ND LIEN		

OP \$165.00 1819394

NAME OF SUBMITTER:	Pamela Pascual
Signature:	/pamela pascual/
Date:	03/12/2007
Total Attachments: 8 source=jwa - trademark (second)#page1.tif source=jwa - trademark (second)#page2.tif source=jwa - trademark (second)#page3.tif source=jwa - trademark (second)#page4.tif source=jwa - trademark (second)#page5.tif source=jwa - trademark (second)#page6.tif source=jwa - trademark (second)#page7.tif source=jwa - trademark (second)#page8.tif	

Trademark Security Agreement (Second Lien)

Trademark Security Agreement (Second Lien), dated as of December 7, 2006 (the "Trademark Security Agreement") by JW ALUMINUM COMPANY (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (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 Credit Agreement, 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 such Pledgor:

- (a) Trademarks of the 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 unless the Collateral Agent shall otherwise determine.

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 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.

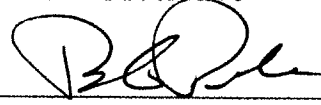
[signature page follows]

IN WITNESS WHEREOF, the 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: _____



Name:

Title: Barry G. Peake

Treasurer and Chief Financial Officer

Signature Page to Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 003497 FRAME: 0768

STATE OF SOUTH)
CAROLINA)
BERKELEY COUNTY)

ss.: South Carolina

On the 7th day of December in the year 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Barry Peake, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Shelby A. Patterson
Notary Public

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Mary E. Evans
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT (Second Lien)
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

TRADEMARK	REGISTRATION NUMBER	OWNER
HYCOR	1,819,394	JW Aluminum Company
POLYGREEN	1,937,273	JW Aluminum Company

Applications:

TRADEMARK	APPLICATION NUMBER	OWNER
JW ALUMINUM and Design	78/832,291	JW Aluminum Company
JW and Design	78/832,364	JW Aluminum Company
JW ALUMINUM	78/832,412	JW Aluminum Company
JW Stylized	78/832,492	JW Aluminum Company

OTHER TRADEMARKS:

Registrations:

TRADEMARK	REGISTRATION NUMBER	JURISDICTION	OWNER
HYCOR	TMA418539	Canada	JW Aluminum Company
HYCOR	82314	Israel	JW Aluminum Company
HYCOR	92420643	France	JW Aluminum Company

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TRADEMARK	REGISTRATION NUMBER	JURISDICTION	OWNER
JW ALUMINUM	043330171	France	JW Aluminum Company
JW ALUMINUM and Design	043330170	France	JW Aluminum Company
JW and Design	043330172	France	JW Aluminum Company
JW ALUMINUM	890704	Mexico	JW Aluminum Company
JW ALUMINUM and Design	896920	Mexico	JW Aluminum Company
JW and Design	890705	Mexico	JW Aluminum Company
MT. HOLLY GOLD	364/37	Saudi Arabia	JW Aluminum Company
HYCOR	589486	Taiwan	JW Aluminum Company
HYCOR	KOR6505	Thailand	JW Aluminum Company
JW ALUMINUM and Design	KOR235164	Thailand	JW Aluminum Company
JW and Design	KOR234262	Thailand	JW Aluminum Company

DOMAIN NAME	OWNER
jwaluminum.com	JW Aluminum Company

Applications:

TRADEMARK	APPLICATION NUMBER	JURISDICTION	OWNER
JW ALUMINUM	1240710	Canada	JW Aluminum Company
JW and Design	1240708	Canada	JW Aluminum Company
JW ALUMINUM and Design	1240704	Canada	JW Aluminum Company

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TRADEMARK	APPLICATION NUMBER	JURISDICTION	OWNER
JW ALUMINUM	176782	Israel	JW Aluminum Company
JW and Design	176784	Israel	JW Aluminum Company
JW ALUMINUM and Design	176783	Israel	JW Aluminum Company
JW ALUMINUM	94189	Saudi Arabia	JW Aluminum Company
JW and Design	94191	Saudi Arabia	JW Aluminum Company
JW ALUMINUM and Design	94190	Saudi Arabia	JW Aluminum Company
JW ALUMINUM	093057600	Taiwan	JW Aluminum Company
JW and Design	093057598	Taiwan	JW Aluminum Company
JW ALUMINUM and Design	093057603	Taiwan	JW Aluminum Company

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