

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM476105

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JW Aluminum Company | | 05/31/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust, National Association, as Collateral Trustee | | |
| Street Address: | 15950 N. Dallas Parkway | | |
| Internal Address: | Suite 550, Attention: JW Aluminum Administrator | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75248 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1937273 | POLYGREEN | |
| Registration Number: | 5441974 | JW ALUMINUM | |
| Registration Number: | 5441973 | JW ALUMINUM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312/876-7628 | | |
| Email: | linda.kastner@lw.com | | |
| Correspondent Name: | Linda R. Kastner, c/o Latham & Watkins | | |
| Address Line 1: | 330 N. Wabash Avenue | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| NAME OF SUBMITTER: | Linda Kastner | | |
| SIGNATURE: | /lk/ | | |
| DATE SIGNED: | 05/31/2018 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 31, 2018, by JW Aluminum Company (the "Grantor"), in favor of Wilmington Trust, National Association, in its capacity as Collateral Trustee for the Priority Lien Secured Parties (in such capacity, the "Collateral Trustee").

W I T N E S S E T H:

Whereas, the Grantor is a party to a Priority Lien Security Agreement dated as of May 31, 2018 (the "Security Agreement") in favor of the Collateral Trustee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

Now, therefore, in consideration of the premises and to induce the Collateral Trustee, for the benefit of the Priority Lien Secured Parties, to enter into the Priority Lien Documents, the Grantor hereby agrees with the Collateral Trustee 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 PLEDGED COLLATERAL.** THE GRANTOR HEREBY PLEDGES AND GRANTS TO THE COLLATERAL TRUSTEE FOR THE BENEFIT OF THE PRIORITY LIEN 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 GRANTOR:

- (a) Trademarks of the Grantor 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 Assets).

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 TRUSTEE PURSUANT TO THE SECURITY AGREEMENT AND GRANTOR HEREBY ACKNOWLEDGES AND AFFIRMS THAT THE RIGHTS AND REMEDIES OF THE COLLATERAL TRUSTEE 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 TRUSTEE SHALL, AT THE SOLE EXPENSE OF THE GRANTOR, EXECUTE, ACKNOWLEDGE, AND DELIVER TO THE GRANTOR AN INSTRUMENT IN WRITING IN RECORDABLE FORM RELEASING THE PLEDGED 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.

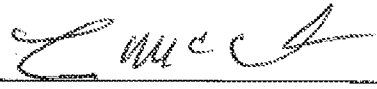
SECTION 6. **CONCERNING THE COLLATERAL TRUSTEE.** WILMINGTON TRUST, NATIONAL ASSOCIATION IS ENTERING INTO THIS TRADEMARK SECURITY AGREEMENT SOLELY IN ITS CAPACITY AS COLLATERAL TRUSTEE UNDER THE COLLATERAL TRUST AGREEMENT, AND SHALL BE ENTITLED TO ALL OF THE RIGHTS, PRIVILEGES AND IMMUNITIES GRANTED TO THE COLLATERAL TRUSTEE UNDER THE COLLATERAL TRUST AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

Very truly yours,

JW ALUMINUM COMPANY

By 
Name: Lee McCarter
Title: Chief Executive Officer

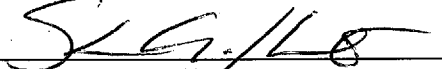
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006339 FRAME: 0145

Agreed and Accepted:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Trustee

By



Name: Shawn Goffinet

Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TRADEMARKS

| Mark | Owner | Registration Number |
|---------------------------|------------------------|--------------------------------|
| POLYGREEN | JW ALUMINUM COMPANY | 1937273 |
| JW ALUMINUM | JW ALUMINUM COMPANY | 5441974 |
| JW ALUMINUM and Design | JW ALUMINUM COMPANY | 5441973 |