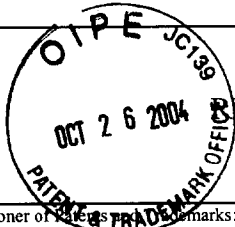


10-28-2004



102869489

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

10/26/04

2. Name and address of receiving party(ies):
CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, as Collateral Agent

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
Other
Execution Date: October 21, 2004

Street Address: Eleven Madison Avenue
City: New York State: NY ZIP: 10010
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): 5,012,862 5,137,067 6,245,122 (SEE SCHEDULE 1)
If this document is being filed together with a new application, the execution date of the application is: _____
Application Numbers: _____ Registration Numbers: _____
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: D.C. ZIP: 20006

6. Total number of applications and patents involved: 3
7. Total fee (37 CFR 3.41) \$120.00
* Enclosed (Check No 3433)
 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
[Signature]
Signature

October 26, 2004
Date

Total number of pages including cover sheet, attachments and documents : 8

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THE EXERCISE BY THE COLLATERAL AGENT OF ITS RIGHTS HEREUNDER IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT REFERRED TO IN SECTION 7 OF THIS AGREEMENT.

PATENT SECURITY AGREEMENT

(Credit and Guaranty Agreement (Second Lien))

This PATENT SECURITY AGREEMENT, dated as of October 21, 2004 (this "Agreement"), is made by JW ALUMINUM COMPANY, a Delaware corporation (the "Grantor"), in favor of CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch ("CSFB"), as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit and Guaranty Agreement (Second 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") and CSFB, as the Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have extended Loans 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 Patent 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 "Patent Collateral"):

(a) all of its letters patent and applications for letters patent, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

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 Patent 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 Patent 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 Patent Collateral (in the case of clause (i)) or (B) all Patent 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 Patent Collateral is free of any lien, encumbrance or other adverse claim created by the Collateral Agent, all Patent 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 Patent 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.

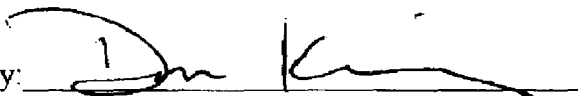
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 8. 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 its Authorized Officer as of the date first above written.

JW ALUMINUM COMPANY


By: 
Name: Don Kassing
Title: President and CEO

**CREDIT SUISSE FIRST BOSTON, acting through
its Cayman Islands Branch, as Collateral Agent**

By: _____
Name:
Title:

By: _____
Name:
Title:

CREDIT SUISSE FIRST BOSTON, acting through
its Cayman Islands Branch, as Collateral Agent

By: 
Name: Robert Hetu
Title: Director

By: 
Name: Vanessa Gomez
Title: Associate

SCHEDULE I
to Patent Security Agreement

Item A. Patents

<u>Issued Patents</u>				
<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
USA	5,012,862	May 7, 1991	Leon Barry, Kenneth W. Espeut	"Hydrophilic Fins for a Heat Exchanger"
USA	5,137,067	August 11, 1992	Kenneth W. Espeut	"Hydrophilic and Corrosion Resistant Fins for a Heat Exchanger"
USA	6,245,122	June 12, 2001	Frederick N. Meyers	"Apparatus and Method for Reclaiming Scrap Metal"
South Korea	92-18329			"Resistant Fins for a Heat Exchanger"
Israel	103174			"Resistant Fins for a Heat Exchanger"

Pending Patent Applications

None.

1-NY/1834758.1

Patent Applications In Preparation

None.

Item B. Patent Licenses

None.

1-NY/1834758.1