

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Security Agreement (First Lien)

CONVEYING PARTY DATA

Name	Execution Date
JW Aluminum Company	12/07/2006

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as the "Collateral Agent"
Street Address:	500 West Monroe Street, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	5012862
Patent Number:	5137067
Patent Number:	6245122
Application Number:	10931839
Application Number:	11370153
Application Number:	60808740

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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 1ST LIEN

PATENT

500237696

REEL: 018989 FRAME: 0655

OP \$240.00 5012862

NAME OF SUBMITTER:

Pamela Pascual

Total Attachments: 6

source=jwa - patent (first)#page1.tif

source=jwa - patent (first)#page2.tif

source=jwa - patent (first)#page3.tif

source=jwa - patent (first)#page4.tif

source=jwa - patent (first)#page5.tif

source=jwa - patent (first)#page6.tif

Patent Security Agreement (First Lien)

Patent Security Agreement (First Lien), dated as of December 7, 2006 (the "Patent Security Agreement") by JW ALUMINUM COMPANY (the "Pledgor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a 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 Patent 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 Patent 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) Patents of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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 Patent 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 Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Patent 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 Patent Security Agreement (First Lien)

PATENT
REEL: 018989 FRAME: 0659

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:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By:



Name: *Pamela Ester*

Title: *duly authorized signatory*

Signature Page to Patent Security Agreement (First Lien)

PATENT
REEL: 018989 FRAME: 0661

SCHEDULE I
to
PATENT SECURITY AGREEMENT (First Lien)
PATENT REGISTRATIONS AND PATENT APPLICATIONS

UNITED STATES PATENTS:

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
JW Aluminum Company	5,012,862	Hydrophilic fins for a heat exchanger
JW Aluminum Company	5,137,067	Hydrophilic and corrosion resistant fins for a heat exchanger
JW Aluminum Company	6,245,122	Apparatus and method for reclaiming scrap metal

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
JW Aluminum Company	10/931,839	Systems and methods of applying ozone-depleting catalysts to heat exchangers
JW Aluminum Company	11/370,153	Systems and methods of applying ozone-depleting catalysts to air stream components
JW Aluminum Company	60/808,740	Systems and methods of reducing metal-processing fuel costs

OTHER PATENTS:

Registrations:

OWNER	REGISTRATION NUMBER	JURISDICTION	DESCRIPTION
JW Aluminum Company	103174	Israel	Hydrophilic and corrosion resistant fins for heat exchanger

Applications:

None.