

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMERICAN ALUMINUM EXTRUSIONS OF OHIO, LLC	11/05/2012
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	135 S. LaSalle
Internal Address:	Mail Code IL4-135-09-27
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D562992
CORRESPONDENCE DATA	
Fax Number:	3128637806
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-863-7198
Email:	nancy.brougher@goldbergkohn.com
Correspondent Name:	Nancy Brougher
Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 East Monroe Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	2759.177
NAME OF SUBMITTER:	Nancy Brougher
Total Attachments: 5 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif	

OP \$40.00 D562992

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 5th day of November, 2012, by AMERICAN ALUMINUM EXTRUSIONS OF OHIO, LLC, a Delaware limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association ("Lender");

WITNESSETH

WHEREAS, Grantor, Grantee, the other Obligors party thereto and Lender, are parties to a certain Second Amended and Restated Loan and Security Agreement dated as of the date hererof (as the same may be amended or otherwise modified from time to time, the "Loan and Security Agreement"); and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has granted to Grantee, for the benefit of all present and future Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patent Collateral (as defined below), and all products and proceeds thereof, to secure the payment of all Obligations of Grantor under the Loan and Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Reference to Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan and Security Agreement.

2. Patents. The term "Patent Collateral" shall mean all of Grantor's patents and patent applications, including, without limitation, the inventions described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of all present and future Secured Parties, and hereby reaffirms its grant pursuant to the Loan and Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the Patent Collateral, whether now owned or existing and hereafter created, acquired or arising, including the following:

- (i) each patent and application for patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent.

4. Release of Security Interest. Upon payment in full of all Obligations and the termination of the Loan and Security Agreement, Lender shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on any security interest in the Patent Collateral which has been granted hereunder.

5. Loan and Security Agreement etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall take precedence over those contained herein and, in particular, if any act of Grantor is expressly permitted under the Loan and Security Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Loan and Security Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by Lender and the Secured Parties in accordance with the terms of the Loan and Security Agreement.

6. Counterparts: Electronic Signature. This Agreement (i) may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same Agreement and (ii) may be delivered by facsimile or other means of electronic transmission (including .pdf) and such transmission shall constitute an original for all purposes, and no party seeking to enforce any provision hereof shall be required to produce a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMERICAN ALUMINUM EXTRUSIONS OF OHIO, LLC

By: Sam Byrd
Title: President

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Lender

By: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMERICAN ALUMINUM EXTRUSIONS OF OHIO, LLC

By: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Lender

By: John J. Brune
Title: Senior Vice President

SCHEDULE 1

PATENTS

PATENT	PATENT NUMBER	COUNTRY
T-shaped Fence Rail	D562,992	United States of America

PATENT APPLICATIONS

None.