

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3610628

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
QUANEX IG SYSTEMS, INC.	11/02/2015
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	1525 WEST W.T. HARRIS BLVD.
Internal Address:	MAC D1109-019
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262
PROPERTY NUMBERS Total: 33	
Property Type	Number
Patent Number:	7347909
Patent Number:	8043455
Patent Number:	8617332
Patent Number:	6581341
Patent Number:	6877292
Patent Number:	7493739
Patent Number:	7877958
Patent Number:	8230661
Patent Number:	6212756
Patent Number:	6562452
Patent Number:	8534019
Patent Number:	6622456
Patent Number:	8037650
Patent Number:	6355328
Patent Number:	7449629
Patent Number:	8716592
Patent Number:	6360804
Patent Number:	6266940
Patent Number:	6295788

PATENT

Property Type	Number
Patent Number:	6116315
Patent Number:	7716885
Patent Number:	6425221
Patent Number:	6684474
Patent Number:	6868596
Patent Number:	7743570
Patent Number:	6131356
Patent Number:	6494002
Patent Number:	7743584
Patent Number:	6138735
Application Number:	14410327
Application Number:	14403796
Application Number:	62214704
Application Number:	14225566

CORRESPONDENCE DATA

Fax Number: (704)373-8822

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.

Phone: (704) 373-4640

Email: bsmith@mcguirewoods.com

Correspondent Name: BETTY G. SMITH, SENIOR PARALEGAL

Address Line 1: MCGUIREWOODS LLP, 201 N. TRYON STREET

Address Line 2: SUITE 3000

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 2029724-0777

NAME OF SUBMITTER: BETTY G. SMITH

SIGNATURE: /Betty G. Smith/

DATE SIGNED: 11/11/2015

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 2nd day of November, 2015, by and among QUANEX IG SYSTEMS, INC., an Ohio corporation ("Grantor"), having its chief executive office at 800 Cochran Avenue Cambridge, Ohio 43725, and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), with offices at 1525 West W.T. Harris Blvd., MAC D1109-019, Charlotte, NC 28262.

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of November 2, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among QUANEX BUILDING PRODUCTS CORPORATION, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 2, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor (or Borrower, on its behalf) shall give notice in writing to Agent with respect to any such new patent rights in accordance with the provisions of Section 7(g)(iv) of the Guaranty and Security Agreement. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO

THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

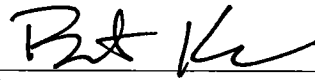
8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Agent pursuant to this Patent Security Agreement, and the exercise of any right or remedy by Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Patent Security Agreement, (A) as between Agent, on one hand, and Grantor, on the other hand, the terms of this Patent Security Agreement shall govern and control, and (B) as between Agent, on the one hand, and ABL Agent, on the other hand, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

QUANEX IG SYSTEMS, INC.

By: 

Name: Brent L. Korb

Title: Vice President – Chief Financial
Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____

Name: Warren R. Ross

Title: Senior Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Patent/Application Number	Country	Title	Date of App. or Grant	Status
7,347,909	US	A Method for Forming an Insulating Glazing Unit	3/25/2008	Granted
8,043,455	US	A Method for Forming an Insulating Glazing Unit	10/25/2011	Granted
8,617,332	US	A Method for Forming an Insulating Glazing Unit	12/31/2013	Granted
6,581,341	US	Continuous Flexible Spacer Assembly Having Sealant Support Member	6/24/2003	Granted
6,877,292	US	Continuous Flexible Spacer Assembly Having Sealant Support Member	4/12/2005	Granted
7,493,739	US	Continuous Flexible Spacer Assembly Having Sealant Support Member	2/24/2009	Granted
7,877,958	US	Continuous Flexible Spacer Assembly Having Sealant Support Member	2/1/2011	Granted
8,230,661	US	Continuous Flexible Spacer Assembly Having Sealant Support Member	7/31/2012	Granted
6,212,756	US	Dispensable non-adhesive desiccated matrix system for insulating glass units	4/10/2001	Granted
6,562,452	US	Dispensable non-adhesive desiccated matrix system for insulating glass units	5/13/2003	Granted
8,534,019	US	Glass Block with Low-E Center Lite	9/17/2013	Granted
62/214704	US	Insulating Glass (IG) Unit Compression-Injection Coated Patch and Method	N/A	Pending
6,622,456	US	Method for filling the inner space of insulating glass units with inert gases	9/23/2003	Granted
8,037,650	US	Muntin Clip	10/18/2011	Granted
6,355,328	US	Preformed Flexible Laminate	3/12/2002	Granted
14/410,327	US	Primed Edge Sealing Tape For Photovoltaic Module	N/A	Applied
7,449,629	US	Solar Panel Including a Low Moisture Vapor Transmission Rate Adhesive Composition	11/11/2008	Granted

Patent/Application Number	Country	Title	Date of App. or Grant	Status
14/403,796	US	Spacer for Insulating Glazing Unit	N/A - Still Pending	Pending
20140356557 / 14/225,566	US	Spacer for Insulating Glazing Units	12/4/2014	Pending
8,716,592	US	Thin Film Photovoltaic Assembly Method	5/6/2014	Granted
6,360,804	US	Hand Tool for Adhesive Strip Application	3/26/2002	Granted
6,266,940	US	Insert for Glazing Unit	7/31/2001	Granted
6,295,788	US	Insert for Glazing Unit	10/2/2001	Granted
6,116,315	US	Manual Method and Related Equipment for Adhesive Strip Application	9/12/2000	Granted
7,716,885	US	Muntin clip and method of using the same	5/18/2010	Granted
6,425,221	US	Method of Fabricating Muntin Bars for Simulated Divided Lite Windows	7/30/2002	Granted
6,684,474	US	Method of Fabricating Muntin Bars for Simulated Divided Lite Windows	2/3/2004	Granted
6,868,596	US	Method of Fabricating Muntin Bars for Simulated Divided Lite Windows	3/22/2005	Granted
7,743,570	US	Method of Fabricating Muntin Bars for Simulated Divided Lite Windows	6/29/2010	Granted
6,131,356	US	Muntin Bar Clip	10/17/2000	Granted
6,494,002	US	Muntin Bar Clip	12/17/2002	Granted
7,743,584	US	Spacer Assembly for Insulating Glazing Units and Method for Fabricating the Same	6/29/2010	Granted
6,138,735	US	A Hand Tool for Applying Adhesive Strip Material	10/31/2000	Granted