

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT3884392

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
QUANEX BUILDING PRODUCTS CORPORATION	05/23/2016
WII HOLDING, INC.	05/23/2016
QUANEX SCREENS LLC	05/23/2016
QUANEX HOMESHIELD LLC	05/23/2016
QUANEX IG SYSTEMS, INC.	05/23/2016
MIKRON INDUSTRIES, INC.	05/23/2016
MIKRON WASHINGTON LLC	05/23/2016
WOODCRAFT INDUSTRIES, INC.	05/23/2016
BRENTWOOD ACQUISITION CORP.	05/23/2016
PRIMEWOOD, INC.	05/23/2016
WII COMPONENTS, INC.	05/23/2016
WOODCRAFT INTERNATIONAL, INC.	05/23/2016
EDGETECH HOLDING CO.	05/23/2016
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	14241 DALLAS PARKWAY
Internal Address:	SUITE 900
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75254
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15004211
Application Number:	14952593
Application Number:	14695415
CORRESPONDENCE DATA	
Fax Number:	(212)303-7064
<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>	

PATENT

Phone: 212.318.6824
Email: christinedionne@paulhastings.com
Correspondent Name: CHRISTINE DIONNE C/O PAUL HASTINGS LLP
Address Line 1: 200 PARK AVENUE
Address Line 2: 28TH FLOOR
Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	91824.00030
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NAME OF SUBMITTER:	CHRISTINE DIONNE
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SIGNATURE:	/CHRISTINE DIONNE/
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DATE SIGNED:	05/23/2016
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Total Attachments: 5

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AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT**, dated as of May 23, 2016 (this "Amendment"), is delivered pursuant to Section 5 of that certain Patent Security Agreement, dated as of November 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), among Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Patent Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to that certain Patent Security Agreement recorded with the United States Patent and Trademark Office on November 4, 2015 at Reel 037045, Frame 0227; and

WHEREAS, Grantors and Agent wish to amend the Patent Security Agreement by amending Schedule I to the Patent Security Agreement to add the patents appearing on Exhibit A hereto, and have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Patent Security Agreement as follows:

1. Each Grantor and Agent hereby agree that Schedule I to the Patent Security Agreement is hereby amended by adding the Patent Collateral listed on Exhibit A attached hereto (the "Additional Patent Collateral"), which such Additional Patent Collateral shall be and become part of the Patent Collateral referred to in the Patent Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Patent Collateral identified on Schedule I to the Patent Security Agreement prior to the effectiveness of this Amendment; (b) grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Patent Collateral identified on Exhibit A attached hereto; (c) represents and warrants that the representations and warranties in the Patent Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Patent Security Agreement as amended hereby is and shall remain in full force and effect.

3. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AMENDMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT

ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 4.

5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AMENDMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AMENDMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

6. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic means of transmission shall be deemed an original executed counterpart hereto.

8. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

US GRANTORS:

QUANEX BUILDING PRODUCTS CORPORATION,
a Delaware corporation

By: 
Name: Brent L. Korb
Title: Senior Vice President -- Finance

WII HOLDING, INC.,
a Delaware corporation

QUANEX SCREENS LLC,
a Delaware limited liability company

QUANEX HOMESHIELD LLC,
a Delaware limited liability company

QUANEX IG SYSTEMS, INC.,
an Ohio corporation

MIKRON INDUSTRIES, INC.,
a Washington corporation

MIKRON WASHINGTON LLC,
a Washington limited liability company

WOODCRAFT INDUSTRIES, INC.,
a Minnesota corporation

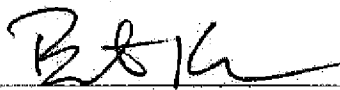
BRENTWOOD ACQUISITION CORP.,
a Minnesota corporation

PRIMEWOOD, INC.,
a North Dakota corporation

WII COMPONENTS, INC.,
a Delaware corporation

WOODCRAFT INTERNATIONAL, INC.,
a Delaware corporation

EDGETECH HOLDING CO.,
an Ohio corporation

By: 
Name: Brent L. Korb
Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT]

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 

Name:

Title:

Ronzeer
Vice president

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT]

EXHIBIT A
SCHEDULE I
to
PATENT SECURITY AGREEMENT

Each patent registration is owned by QUANEX HOMESHIELD LLC
unless otherwise indicated.

Patents

Patent/Application Number	Country	Title	Date of App. or Grant	Status
15/004211	US	Sill Assembly For a Threshold System and a Method of Producing the Same	1/22/2016	Pending
14/952593	US	Threshold Assembly for an Entryway System	11/25/2015	Pending
14/695415	US	Door Bottom System For An Entryway System	4/24/2015	Pending