

10-29-2004



102870676

Form PTO-159a (Rev 6-93)

U.S. Department of Commerce Patent and Trademark Office

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

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 21, 2004

2. Name and address of receiving party(ies):

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

Street Address: Eleven Madison Avenue

City: New York State: NY ZIP: 10010

Country: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Financial Institution

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s): 1,937,273 1,819,394 76/660,605 76/600,604 76/600,575 (Schedule I)

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

B. Trademark No.(s)

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: DC ZIP: 20006

6. Total number of applications and trademarks involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

* Enclosed (Check No. 3434)

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 [Signature] October 26, 2004
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 9

10/28/2004 DBYRNE 00000099 1937273

01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

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.

TRADEMARK SECURITY AGREEMENT

(Credit and Guaranty Agreement (Second Lien))

This TRADEMARK 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.

W I T N E S S E T H :

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 Trademark 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 "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto.

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

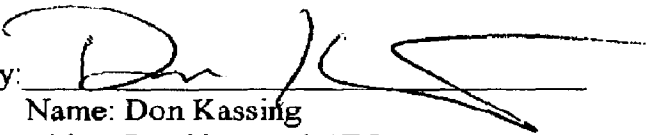
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. 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 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 Trademark Security Agreement

Item A. Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	POLYGREEN	1,937,273	November 21, 1995
USA	HYCOR	1,819,394	February 1, 1994
South Korea	HYCOR	259021	
Canada	HYCOR	418539	
Israel	HYCOR	82314	
Taiwan	HYCOR	589486	
France	HYCOR	92/420643	
Thailand	HYCOR	KOR6505	
Mexico	HYCOR	421288	

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	JW Aluminum plus Design	76/660,605	July 2, 2004
USA	JW Aluminum Stylized	76/600,604	July 2, 2004
USA	JW plus Design	76/600,575	July 2, 2004

Trademark Applications In Preparation

None.

Item B. Trademark Licenses

None.

1-NY/1834758.1