

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		08/24/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1819394	HYCOR	
Registration Number:	1937273	POLYGREEN	
Serial Number:	78832291	JW ALUMINUM	
Serial Number:	78832364	JW	
Serial Number:	78832412	JW ALUMINUM	
Serial Number:	78832492	JW	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	111 West Monroe Street		
Address Line 2:	c/o Andrea Gniadek		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Chapman and Cutler LLP		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	09/23/2015		

OP \$165.00 1819394

Total Attachments: 7

source=Scan_Andrea H. Gniadek_15_04_22-09-2015#page1.tif

source=Scan_Andrea H. Gniadek_15_04_22-09-2015#page2.tif

source=Scan_Andrea H. Gniadek_15_04_22-09-2015#page3.tif

source=Scan_Andrea H. Gniadek_15_04_22-09-2015#page4.tif

source=Scan_Andrea H. Gniadek_15_04_22-09-2015#page5.tif

source=Scan_Andrea H. Gniadek_15_04_22-09-2015#page6.tif

source=Scan_Andrea H. Gniadek_15_04_22-09-2015#page7.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Assignment"), dated as of August 24, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, "GECC"), acting in its capacity as the current and resigning collateral agent (in such capacity, the "Retiring Agent") and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, "Antares"), acting in its capacity as the successor collateral agent (in such capacity, the "Successor Agent").

RECITALS:

WHEREAS, JW Aluminum Company as "Grantor", and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements") covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Sixth Amendment and Waiver to the Credit Agreement (the "Amendment"), dated as of August 24, 2015, by and among Grantor, JW Aluminum Holding Corp., a Delaware corporation ("Holdings"), UBS AG, Stamford Branch ("UBS AG"), as Administrative Agent, GECC, as Collateral Agent, and the Lenders signatory thereto, which amends that certain Second Amended and Restated Credit Agreement, dated as of November 26, 2012 (as amended from time to time prior to the date hereof, the "Credit Agreement"; the Credit Agreement as amended by the Amendment and as may be hereafter amended from time to time is hereinafter referred to as the "Amended Credit Agreement") among Grantor, Holdings, the Lenders, UBS AG, as Administrative Agent for the Lenders, GECC, as Collateral Agent for the Lenders, UBS Securities LLC, as arranger, bookmanager and documentation agent, UBS AG, as Issuing Bank and Swingline Lender, and GECC, as syndication agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as Collateral Agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

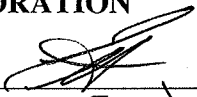
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By:  _____

Name: ELLEN D. WEAVER

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By:  _____

Name: ELLEN D. WEAVER

Title: Duly Authorized Signatory

EXHIBIT A

IP SECURITY AGREEMENTS

Patent Security Agreement (First Lien) dated as of December 7, 2006 (Grantor: JW Aluminum Company) and filed with the United States Patent and Trademark Office on December 7, 2006 at Reel 18989 Frame 0655 with corrective assignment filed April 7, 2015 at Reel 35645 Frame 0236.

Trademark Security Agreement (First Lien) dated as of December 7, 2006 (Grantor: JW Aluminum Company) and filed with the United States Patent and Trademark Office on December 7, 2006 at Reel 3497 Frame 0490 with corrective assignment filed April 7, 2015 at Reel 5496 Frame 0589.

EXHIBIT B

UNITED STATES TRADEMARKS:

Registrations:

TRADEMARK	REGISTRATION NUMBER	OWNER
HYCOR	1,819,394	JW Aluminum Company
POLYGREEN	1,937,273	JW Aluminum Company

Applications:

TRADEMARK	APPLICATION NUMBER	OWNER
JW ALUMINUM and Design	78/832,291	JW Aluminum Company
JW and Design	78/832,364	JW Aluminum Company
JW ALUMINUM	78/832,412	JW Aluminum Company
JW Stylized	78/832,492	JW Aluminum Company

OTHER TRADEMARKS:

Registrations:

TRADEMARK	REGISTRATION NUMBER	JURISDICTION	OWNER
HYCOR	TMA418539	Canada	JW Aluminum Company
HYCOR	82314	Israel	JW Aluminum Company
HYCOR	92420643	France	JW Aluminum Company
JW ALUMINUM	043330171	France	JW Aluminum Company
JW ALUMINUM and Design	043330170	France	JW Aluminum Company
JW and Design	043330172	France	JW Aluminum Company

TRADEMARK	REGISTRATION NUMBER	JURISDICTION	OWNER
JW ALUMINUM	890704	Mexico	JW Aluminum Company
JW ALUMINUM and Design	896920	Mexico	JW Aluminum Company
JW and Design	890705	Mexico	JW Aluminum Company
MT. HOLLY GOLD	364/37	Saudi Arabia	JW Aluminum Company
HYCOR	589486	Taiwan	JW Aluminum Company
HYCOR	KOR6505	Thailand	JW Aluminum Company
JW ALUMINUM and Design	KOR235164	Thailand	JW Aluminum Company
JW and Design	KOR234262	Thailand	JW Aluminum Company

DOMAIN NAME

OWNER

jwaluminum.com

JW Aluminum Company

Applications:

TRADEMARK	APPLICATION NUMBER	JURISDICTION	OWNER
JW ALUMINUM	1240710	Canada	JW Aluminum Company
JW and Design	1240708	Canada	JW Aluminum Company
JW ALUMINUM and Design	1240704	Canada	JW Aluminum Company
JW ALUMINUM	176782	Israel	JW Aluminum Company
JW and Design	176784	Israel	JW Aluminum Company
JW ALUMINUM and Design	176783	Israel	JW Aluminum Company
JW ALUMINUM	94189	Saudi Arabia	JW Aluminum Company
JW and Design	94191	Saudi Arabia	JW Aluminum Company
JW ALUMINUM and Design	94190	Saudi Arabia	JW Aluminum Company
JW ALUMINUM	093057600	Taiwan	JW Aluminum Company
JW and Design	093057598	Taiwan	JW Aluminum Company
JW ALUMINUM and Design	093057603	Taiwan	JW Aluminum Company

UNITED STATES PATENTS:

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
JW Aluminum Company	6,245,122	Apparatus and method for reclaiming scrap metal
JW Aluminum Company	7,669,327	Methods of applying ozone-depleting catalysts to heat exchangers
JW Aluminum Company	7,735,224	Methods of applying ozone-depleting catalysts to air stream components

Applications:

OWNER APPLICATION NUMBER DESCRIPTION

None.

OTHER PATENTS:

Registrations:

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

Applications:

None.