

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quanex Building Products Corporation		11/02/2015	CORPORATION: DELAWARE
WII Holding, Inc.		11/02/2015	CORPORATION: DELAWARE
Quanex Screens LLC		11/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Quanex Homeshield LLC		11/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Quanex IG Systems, Inc.		11/02/2015	CORPORATION: OHIO
Mikron Industries, Inc.		11/02/2015	CORPORATION: WASHINGTON
Mikron Washington LLC		11/02/2015	LIMITED LIABILITY COMPANY: WASHINGTON
Woodcraft Industries, Inc.		11/02/2015	CORPORATION: MINNESOTA
Brentwood Acquisition Corp.		11/02/2015	CORPORATION: MINNESOTA
Primewood, Inc.		11/02/2015	CORPORATION: NORTH DAKOTA
WII Components, Inc.		11/02/2015	CORPORATION: DELAWARE
Woodcraft International, Inc.		11/02/2015	CORPORATION: DELAWARE
Edgetech Holding Co.		11/02/2015	CORPORATION: OHIO
Edgetech (UK) Limited		11/02/2015	COMPANY: ENGLAND
H L Plastics Limited		11/02/2015	COMPANY: ENGLAND
Edgetech Europe GmbH		11/02/2015	LIMITED LIABILITY COMPANY: GERMANY

RECEIVING PARTY DATA

Name:	Wells Fargo Bank National Association, as Agent
Street Address:	14241 Dallas Parkway
Internal Address:	Suite 900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	National Association: UNITED STATES

Property Type	Number	Word Mark
Registration Number:	4291425	IMPERICLAD
Registration Number:	4300444	IMPERISEAL
Registration Number:	1032765	HOMESHIELD
Registration Number:	4189307	DURASLIDE
Registration Number:	4125443	MASTERSLIDE
Registration Number:	4302219	Q
Registration Number:	4246150	QUANEX
Registration Number:	2182310	QUANEX
Registration Number:	4251189	QUANEX BUILDING PRODUCTS
Registration Number:	4386337	ROLLTRUSION
Registration Number:	4079602	SCREENITAGAIN
Registration Number:	4079607	SCREENITAGAIN POWERED BY QUANEX
Registration Number:	4272155	THE QUANEX OPTIMIZER
Registration Number:	4255276	THE QUANEX OPTIMIZER
Registration Number:	4079600	
Registration Number:	4079598	
Registration Number:	3246464	360
Registration Number:	3636751	DECOSEAL
Registration Number:	3524928	DURALITE
Registration Number:	3669850	DURASEAL
Registration Number:	2174901	E
Registration Number:	4046056	E EDGETECH BETWEEN YOU AND THE ELEMENTS.
Registration Number:	2174910	EDGETECH
Registration Number:	2901949	ENERGY WISE WINDOWS
Registration Number:	4538283	ENVIROSEAL
Registration Number:	4510983	ENVIROSEALED WINDOWS
Registration Number:	2680066	HEALTH SMART WINDOWS
Registration Number:	3454631	INTELLICLIP
Registration Number:	2903595	QUIET EDGE
Registration Number:	3684505	SOLARGAIN
Registration Number:	1660432	SUPER SPACER
Registration Number:	3849874	SUPER SPACER BETWEEN YOU AND THE ELEMENT
Registration Number:	3560859	SUSTAINAVIEW
Registration Number:	3938214	SWIGGLE
Registration Number:	2725057	TRUE WARM
Registration Number:	2580078	TSS
Registration Number:	4163948	ENERGYCORE
Registration Number:	4468869	ENERGYQUEST

Property Type	Number	Word Mark
Registration Number:	3375197	MIKRON
Registration Number:	3483097	MIKRON
Registration Number:	2466189	MIKRON BLEND
Registration Number:	2550389	MIKRONBLEND
Registration Number:	2547688	MIKRONWOOD
Registration Number:	1439160	WOODCRAFT INDUSTRIES INC.
Registration Number:	1854670	PRIMEWOOD
Serial Number:	86665581	Q-GLAZE
Serial Number:	86375416	SUPER SPACER ALPHA
Serial Number:	86375414	TRUFIT
Serial Number:	86213818	TRU-FLASH
Serial Number:	86307128	TRU-FLASH FLEX
Serial Number:	86307157	TRU-FLASH STRAIGHT
Serial Number:	85914378	TRUPLAS
Serial Number:	86375410	TRUSHIELD
Serial Number:	86375404	TRUSIEVE
Serial Number:	85768683	ECOBLEND

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F159252
NAME OF SUBMITTER:	Teresa L. McNally
SIGNATURE:	/Teresa L. McNally/
DATE SIGNED:	11/04/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 2nd day of November, 2015, by and among US Grantors listed on the signature pages hereof (collectively, jointly and severally, "US Grantors" and each individually "US Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of 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**, a Delaware corporation ("Parent"), **WII HOLDING, INC.**, a Delaware corporation ("Acquired Company"), and the Domestic Subsidiaries of Parent identified on the signature pages thereof (such Domestic Subsidiaries, together with Parent and WII Holding, are referred to hereinafter each individually as a "US Borrower", and individually and collectively, jointly and severally, as "US Borrowers"), **EDGETECH (UK) LIMITED**, a company incorporated under the laws of England and Wales with registration number 08610330 ("Edgetech (UK)") and **H L PLASTICS LIMITED**, a company incorporated under the laws of England and Wales with registration number 03360857 ("H L Plastics" and together with Edgetech (UK), referred to hereinafter each individual as a "UK Borrower", and individually and collectively, jointly and severally, as "UK Borrowers"), **EDGETECH EUROPE GmbH**, a limited liability company (GmbH) organized under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Aachen with registration number HRB 16743 ("German Borrower" and, together with US Borrowers and UK Borrowers, referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers 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 Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and US 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 US Security Agreement"); and

WHEREAS, pursuant to the Guaranty and US Security Agreement, US Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark 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, each 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 US Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of

construction set forth in Section 1(b) of the Guaranty and US Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

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

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

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such US Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, 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 any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark 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 US Security Agreement. Each US Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and US 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 Trademark Security Agreement and the Guaranty and US Security Agreement, the Guaranty and US Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any US Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each US Grantor (or Parent, on its behalf) shall give notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with the provisions of Section 7(g)(iv) of the Guaranty and US Security Agreement. Without limiting US Grantors' obligations under this Section, US Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each US Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all US Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK 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 US SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

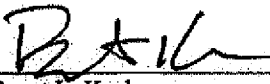
8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the Liens and security interests granted to Agent pursuant to this Trademark Security Agreement, and the exercise of any right or remedy by Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, (a) as between Agent, on the one hand, and US Grantors, on the other hand, the terms of this Trademark Security Agreement shall govern and control, and (b) as between Agent, on the one hand, and Term Loan 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 Trademark Security Agreement to be executed and delivered 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 and Chief Financial Officer

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

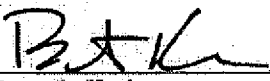
BRENTWOOD ACQUISITION CORP.,
a Minnesota corporation

PRIMEWOOD, INC.,
a North Dakota corporation

WII COMPONENTS, INC.,
a Delaware corporation

WOODCRAFT INTERNATIONAL, INC.,
a Delaware corporation

EDGETECH HOLDING CO.,
an Ohio corporation

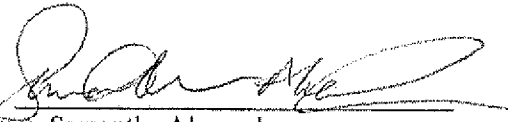
By: 
Name: Brent L. Korb
Title: Vice President – Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL ASSOCIATION, a
national banking association**

By: 
Name: Samantha Alexander
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Application/Serial Number	Registration Number	Country	Word Mark
Quanex Homeshield LLC			
85612016	4291425	US	IMPERICLAD
85611942	4300444	US	IMPERISEAL
Quanex Corporation (Quanex Building Products Corporation)			
73003112	1032765	US	<u>HOMESHIELD</u>
Quanex Building Products Corporation			
<u>85392350</u>	<u>4189307</u>	US	<u>DURASLIDE</u>
<u>85392385</u>	<u>4125443</u>	US	<u>MASTERSLIDE</u>
<u>85428093</u>	<u>4302219</u>	US	Q
<u>85977718</u>	<u>4246150</u>	US	<u>QUANEX</u>
<u>75322194</u>	<u>2182310</u>	US	<u>QUANEX</u>
<u>85428061</u>	<u>4251189</u>	US	<u>QUANEX BUILDING PRODUCTS</u>
<u>85563162</u>	<u>4386337</u>	US	<u>ROLLTRUSION</u>
<u>85306244</u>	<u>4079602</u>	US	<u>SCREENITAGAIN</u>
<u>85306806</u>	<u>4079607</u>	US	<u>SCREENITAGAIN POWERED BY QUANEX</u>
<u>85633260</u>	<u>4272155</u>	US	<u>THE QUANEX OPTIMIZER</u>
<u>85531263</u>	<u>4255276</u>	US	<u>THE QUANEX OPTIMIZER</u>
85306151	4079600	US	(stylized design)
85306088	4079598	US	(stylized design)
Quanex IG Systems, Inc.			

Application/Serial Number	Registration Number	Country	Word Mark
78/761,951	3,246,464	US	360 and design
78/492,833	3,636,751	US	DECOSEAL
77/154,361	3,524,928	US	DURALITE
77/154,337	3,669,850	US	DURASEAL
75/305,978	2,174,901	US	E & Design
77/931,958	4,046,056	US	E EDGETECH BETWEEN YOU AND THE ELEMENTS.
75/306,486	2,174,910	US	EDGETECH
76/300,411	2,901,949	US	ENERGY WISE WINDOWS
85/555,830	4,538,283	US	ENVIROSEAL
77/797,766	4,510,983	US	ENVIROSEALED WINDOWS
76/297,679	2,680,066	US	HEALTH SMART WINDOWS
77/096,734	3,454,631	US	INTELLICLIP
86/665,581	Pending	US	Q-GLAZE
76/249,216	2,903,595	US	QUIET EDGE
78/710,820	3,684,505	US	SOLARGAIN
74/045,915	1,660,432	US	SUPER SPACER
86/375,416	Pending	US	SUPER SPACER ALPHA
77/931,907	3,849,874	US	SUPER SPACER BETWEEN YOU AND THE ELEMENTS.
77/490,826	3,560,859	US	SUSTAINAVIEW
77/154,372	3,938,214	US	SWIGGLE
76/154,681	2,725,057	US	TRUE WARM
86/375,414	Pending	US	TRUFIT
86/213,818	Pending	US	TRU-FLASH
86/307,128	Pending	US	TRU-FLASH FLEX

Application/Serial Number	Registration Number	Country	Word Mark
86/307,157	Pending	US	TRU-FLASH STRAIGHT
85/914,378	Pending	US	TRUPLAS
86/375,410	Pending	US	TRUSHIELD
86/375,404	Pending	US	TRUSIEVE
76/122,725	2,580,078	US	TSS
Mikron Industries, Inc.			
85446056	4163948	US	ENERGYCORE
85785831	4468869	US	ENERGYQUEST
77143278	3375197	US	MIKRON
77143279	3483097	US	MIKRON
75598864	2466189	US	MIKRON BLEND and Design
75598866	2550389	US	MIKRONBLEND
75552105	2547688	US	MIKRONWOOD
85768683	Pending	US	ECOBLEND
Woodcraft Industries, Inc.			
73590968	1439160	US	WOODCRAFT INDUSTRIES INC. (design)
PrimeWood, Inc. (Woodcraft)			
74270461	1854670 (Lapsed, but Primewood intends to re- file)	US	PRIMEWOOD