# OP \$1390.00 429142

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM396382

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Agent		07/29/2016	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Quanex Building Products Corporation	
Street Address:	1800 West Loop South, Suite 1500	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77027	
Entity Type:	Corporation: DELAWARE	
Name:	WII Holding, Inc.	
Street Address:	525 Lincoln Avenue SE	
City:	St. Cloud	
State/Country:	MINNESOTA	
Postal Code:	56304	
Entity Type:	Corporation: DELAWARE	
Name:	Quanex Screens LLC	
Street Address:	169 Sturdevant Road	
City:	Chehalis	
State/Country:	WASHINGTON	
Postal Code:	98532	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	Quanex Homeshield LLC	
Street Address:	2270 Woodale Drive	
City:	Mounds View	
State/Country:	MINNESOTA	
Postal Code:	55112	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	Quanex IG Systems, Inc.	
Street Address:	800 Cochran Avenue	
City:	Cambridge	

TRADEMARK REEL: 005864 FRAME: 0738

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State/Country:	OHIO		
Postal Code:	43725		
Entity Type:	Corporation: OHIO		
Name:	Mikron Industries, Inc.		
Street Address:	100 Mikron Way		
City:	Richmond		
State/Country:	KENTUCKY		
Postal Code:	40475		
Entity Type:	Corporation: WASHINGTON		
Name:	Mikron Washington LLC		
Street Address:	100 Mikron Way		
City:	Richmond		
State/Country:	KENTUCKY		
Postal Code:	40475		
Entity Type:	Limited Liability Company: WASHINGTON		
Name:	Woodcraft Industries, Inc.		
Street Address:	525 Lincoln Avenue SE		
City:	St. Cloud		
State/Country:	MINNESOTA		
Postal Code:	56304		
Entity Type:	Corporation: MINNESOTA		
Name:	Brentwood Acquisition Corp.		
Street Address:	453 Industrial Way		
City:	Molalla		
State/Country:	OREGON		
Postal Code:	97038		
Entity Type:	Corporation: MINNESOTA		
Name:	PrimeWood, Inc.		
Street Address:	2217 North 9th Street		
City:	Wahpeton		
State/Country:	NORTH DAKOTA		
Postal Code:	58075		
Entity Type:	Corporation: NORTH DAKOTA		
Name:	WII Components, Inc.		
Street Address:	525 Lincoln Avenue SE		
City:	St. Cloud		
State/Country:	MINNESOTA		
Postal Code:	56304		
Entity Type:	Corporation: DELAWARE		
	TRADEMARK		

**REEL: 005864 FRAME: 0739** 

Name:	Woodcraft International, Inc.	
Street Address:	525 Lincoln Avenue SE	
City:	St. Cloud	
State/Country:	MINNESOTA	
Postal Code:	56304	
Entity Type:	Corporation: DELAWARE	
Name:	Edgetech Holding Co.	
Street Address:	800 Cochran Avenue	
City:	Cambridge	
State/Country:	OHIO	
Postal Code:	43725	
Entity Type:	Corporation: OHIO	

# **PROPERTY NUMBERS Total: 55**

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	

Property Type	Number	Word Mark	
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	
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:** 7043738822

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

TRADEMARK

REEL: 005864 FRAME: 0741

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:	08/25/2016

### **Total Attachments: 7**

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 29 2016 ("Effective Date"), by 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, as such terms are defined in the below defined Credit Agreement (together with its successors in such capacity, "Grantee"), in favor of QUANEX BUILDING PRODUCTS CORPORATION, a Delaware corporation, as parent ("Parent"), WII HOLDING, INC., a Delaware corporation ("Acquired Company"), and the other parties identified on the signature pages to the Trademark Security Agreement (as defined below) (such signatories, together with Parent and Acquired Company, are referred to hereinafter each individually as a "US Borrower", and individually and collectively, jointly and severally, as "US Borrowers") (US Borrowers each a "Grantor" and collectively, the "Grantors").

WHEREAS, reference is made to: (a) that certain 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 Grantee, Grantors, 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"), each Additional Borrower from time to time party to that Credit Agreement and the several banks and other financial institutions or entities from time to time parties to that Credit Agreement; and (b) 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 Security Agreement"), by and among the Borrowers, FLAMSTEAD HOLDINGS LTD., a company incorporated under the laws of the United Kingdom, EDGETECH HOLDING CO., an Ohio corporation, WOODCRAFT INTERNATIONAL, **INC.**, a Delaware corporation, and Grantee;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of November 2, 2015, by and among Grantors and Grantee, which was recorded with the United States Patent and Trademark Office on November 4, 2015 at Reel 5664, Frame 0292, as amended by that certain Amendment Number One to Trademark Security Agreement, dated as of June 30, 2016, by and among Grantors and Grantee, which was recorded with the United States Patent and Trademark Office on June 30, 2016 at Reel 5826, Frame 0107 (as further amended, restated, supplemented, or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), the Grantors granted to Grantee a security interest in all of the Grantors' right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on <u>Schedule 1</u> hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

- 1. Grantee hereby terminates, releases, and discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantors all right, title, and interest of Grantee in the Trademark Collateral pursuant to the Trademark Security Agreement.
- 2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby. Grantee hereby authorizes the Grantors and any of their respective designees to file this Release with the United States Patent and Trademark Office.

[Signature page follows]

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IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

> WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Grantee

Name: \_\_

[SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE]

# SCHEDULE 1 to TERMINATION AND RELEASE OF SECURITY INTEREST THE TRADEMARKS

# **TRADEMARKS**

Application/Serial Number	Registration Number	Country	Word Mark
Quanex Homeshield I	LC		· ·
85612016	4291425	US	IMPERICLAD
85611942	4300444	US	IMPERISEAL
73003112	1032765	US	HOMESHIELD
Quanex Corporation	(Quanex Buildin	ng Products Corporatio	n)
73003112	1032765	US	HOMESHIELD
Quanex Building Proc	ducts Corporatio	on	
85392350	4189307	US	<u>DURASLIDE</u>
85392385	4125443	US	MASTERSLIDE
85428093	4302219	US	Q
85977718	<u>4246150</u>	US	QUANEX
75322194	2182310	US	QUANEX
<u>85428061</u>	<u>4251189</u>	US	QUANEX BUILDING PRODUCTS
85563162	4386337	US	ROLLTRUSION
85306244	4079602	US	SCREENITAGAIN
<u>85306806</u>	4079607	US	SCREENITAGAIN POWERED BY QUANEX
85633260	<u>4272155</u>	US	THE QUANEX OPTIMIZER
<u>85531263</u>	<u>4255276</u>	US	THE QUANEX OPTIMIZER
85306151	4079600	US	(stylized design)

TRADEMARK

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Application/Serial Number	Registration Number	Country	Word Mark
85306088	4079598	US	(stylized design)
Quanex IG Systems, I	nc.		
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

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Application/Serial Number	Registration Number	Country	Word Mark		
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		
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, Ind	C.				
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,	Woodcraft Industries, Inc.				
73590968	1439160	US	WOODCRAFT INDUSTRIES INC. (design)		
PrimeWood, Inc. (Wo	odcraft)				

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Application/Serial Number	Registration Number	Country	Word Mark
74270461	1854670 (Lapsed, but Primewood intends to re- file)	US	PRIMEWOOD

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**RECORDED: 08/25/2016**