

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
NCI Group, Inc.
10943 North Sam Houston Parkway West
Houston, Texas 77064

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Nevada
 Other _____

Citizenship (see guidelines) Nevada
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Wells Fargo Foothill, LLC, as Agent
Internal
Address: _____
Street Address: 1100 Abernathy Road
City: Atlanta
State: Georgia
Country: USA Zip: 30328

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) October 20, 2009

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and
A. Trademark Application No.(s)
See Schedule I Attached

identification or description of the Trademark.
B. Trademark Registration No.(s)
See Schedule I Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Schedule I Attached

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Susan O'Brien
Internal Address: CT Lien Solutions
Street Address: 187 Wolf Road, Suite 101
City: Albany
State: New York Zip: 12205
Phone Number: 800-342-3676
Fax Number: 800-962-7049
Email Address: cls.ucsalbany@walterskluwers.com

6. Total number of applications and registrations involved: 104

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$2615-

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 11/09

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: *Meredith Jarman* 10/26/09
Signature Date

Name of Person Signing _____
Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$2615.00 76685864

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

NCI Group, Inc.

Federal Trademark Registrations

| Trademark | Registration Number | Registration Date | Next Maintenance Deadline |
|---|---------------------|-------------------|---------------------------|
| STEELOX | 0320405 | 12/25/1934 | 12/25/2014 (Renewal) |
| STEELOX | 0500226 | 05/11/1948 | 05/11/2018 (Renewal) |
| METALLIC and Design | 0623865 | 03/27/1956 | 03/27/2016 (Renewal) |
| M MESCO | 1055914 | 01/11/1977 | 01/11/2017 (Renewal) |
| M MESCO | 1069517 | 07/12/1977 | 07/12/2017 (Renewal) |
| REGAL RIB | 1082255 | 01/17/1978 | 01/17/2018 (Renewal) |
| RUGGED RIB | 1171944 | 10/06/1981 | 10/06/2011 (Renewal) |
| MBCI and Design | 1206560 | 08/24/1982 | 08/24/2012 (Renewal) |
| ULTRA-DEK 124 | 1310768 | 12/25/1984 | 12/25/2014 (Renewal) |
| MBCI and Design | 1424579 | 01/13/1987 | 01/13/2017 (Renewal) |
| DOUBLE-LOK 124 and Design | 1613519 | 09/18/1990 | 09/18/2010 (Renewal) |
| METAL-PREP and Design | 1663644 | 11/05/1991 | 11/05/2011 (Renewal) |
| METAL COATERS and Design | 1675343 | 02/11/1992 | 02/11/2012 (Renewal) |
| LOKSEAM | 1684278 | 04/28/1992 | 04/28/2012 (Renewal) |
| ABLE | 1686013 | 05/12/1992 | 05/12/2012 (Renewal) |
| BATTENLOK | 1686016 | 05/12/1992 | 05/12/2012 (Renewal) |
| SIGNATURE | 1750427 | 02/02/1993 | 02/02/2013 (Renewal) |
| MONARCH RIB | 1905298 | 07/18/1995 | 07/18/2015 (Renewal) |
| RETRO-R | 1906296 | 07/18/1995 | 07/18/2015 (Renewal) |
| NUROOF | 1917593 | 09/12/1995 | 09/12/2015 (Renewal) |
| ABC AMERICAN BUILDING COMPONENTS and Design | 1926989 | 10/17/1995 | 10/17/2015 (Renewal) |
| FLEXLOC | 1950005 | 01/23/1996 | 01/23/2016 (Renewal) |
| STEELOX and Design | 1971249 | 04/30/1996 | 04/30/2016 (Renewal) |
| IMPERIAL RIB | 1980366 | 06/18/1996 | 06/18/2016 (Renewal) |
| DOUBLECOTE and Design | 2005583 | 10/08/1996 | 10/08/2016 (Renewal) |
| ROYAL K-70 | 2025884 | 12/24/1996 | 12/24/2016 (Renewal) |
| NCI BUILDING COMPONENTS | 2028844 | 01/07/1997 | 01/07/2017 (Renewal) |

| Trademark | Registration Number | Registration Date | Next Maintenance Deadline |
|---------------------------------|---------------------|-------------------|---------------------------|
| NCI and Design | 2028845 | 01/07/1997 | 01/07/2017 (Renewal) |
| A&S BUILDING SYSTEMS | 2028846 | 01/07/1997 | 01/07/2017 (Renewal) |
| MW and Design | 2030148 | 01/14/1997 | 01/14/2017 (Renewal) |
| AAS and Design | 2035454 | 02/04/1997 | 02/04/2017 (Renewal) |
| DURA-20 | 2037498 | 02/11/1997 | 02/11/2017 (Renewal) |
| MID-WEST STEEL BUILDING COMPANY | 2040247 | 02/25/1997 | 02/25/2017 (Renewal) |
| DBC1 | 2071877 | 06/17/1997 | 06/17/2017 (Renewal) |
| NCI | 2079167 | 07/15/1997 | 07/15/2017 (Renewal) |
| VERTI-LOC | 2085914 | 08/05/1997 | 08/05/2017 (Renewal) |
| METALLIC BUILDING COMPANY | 2110344 | 11/04/1997 | 11/04/2017 (Renewal) |
| METALLIC | 2119193 | 12/09/1997 | 12/09/2017 (Renewal) |
| SUPERLOK | 2161830 | 06/02/1998 | 06/02/2018 (Renewal) |
| SS216 | 2169345 | 06/30/1998 | 06/30/2018 (Renewal) |
| CLASSIC STEEL FRAME HOMES | 2183547 | 08/25/1998 | 08/25/2018 (Renewal) |
| RAIN GUARD | 2192159 | 09/29/1998 | 09/29/2018 (Renewal) |
| SLIMLINE | 2192160 | 09/29/1998 | 09/29/2018 (Renewal) |
| PERMA-CLAD | 2193540 | 10/06/1998 | 10/06/2018 (Renewal) |
| IPS and Design | 2196662 | 10/13/1998 | 10/13/2018 (Renewal) |
| NUWALL | 2218230 | 01/19/1999 | 01/19/2019 (Renewal) |
| CLASSIC | 2256416 | 06/29/1999 | 06/29/2019 (Renewal) |
| B-36 | 2259247 | 07/06/1999 | 01/06/2010 (Renewal) |
| ARTISAN | 2262021 | 07/20/1999 | 07/20/2019 (Renewal) |
| S-36 | 2262735 | 07/20/1999 | 01/20/2010 (Renewal) |
| AMERI-DRAIN | 2264507 | 07/27/1999 | 07/27/2019 (Renewal) |
| LITEFRAME | 2266112 | 08/03/1999 | 08/03/2019 (Renewal) |
| BI-36 | 2266746 | 08/03/1999 | 02/03/2010 (Renewal) |
| STORMPROOF | 2277089 | 09/14/1999 | 09/14/2019 (Renewal) |
| TRADITIONAL | 2286987 | 10/19/1999 | 10/19/2019 (Renewal) |
| SENTRY XTR | 2293241 | 11/16/1999 | 05/16/2010 (Renewal) |
| VISTASHADOW | 2335369 | 03/28/2000 | 03/28/2020 (Renewal) |
| VISTACOLOR | 2335370 | 03/28/2000 | 03/29/2010 (Renewal) |
| VISTASHEEN | 2335371 | 03/28/2000 | 03/28/2020 (Renewal) |
| SL-16 | 2359209 | 06/20/2000 | 06/20/2020 (Renewal) |
| SABRE BUILDING SYSTEMS | 2390227 | 09/26/2000 | 09/26/2010 (Renewal) |

| Trademark | Registration Number | Registration Date | Next Maintenance Deadline |
|---|---------------------|-------------------|--|
| HERITAGE BUILDING SYSTEMS | 2444278 | 04/17/2001 | 04/17/2011 (Renewal) |
| MILLENNIUM | 2458977 | 06/12/2001 | 06/12/2011 (Renewal) |
| 7/8" WIDE RIB | 2478821 | 08/21/2001 | 08/21/2011 (Renewal) |
| LONG BAY SYSTEM | 2485858 | 09/04/2001 | 09/04/2011 (Renewal) |
| WEATHERSAFE | 2489812 | 09/18/2001 | 09/18/2011 (Renewal) |
| SPEEDY STEEL GARAGES and Design | 2581159 | 06/18/2002 | 06/18/2012 (Renewal) |
| DESIGN PRICE BUY ONLINE and Design | 2644801 | 10/29/2002 | 10/29/2012 (Renewal) |
| SUPRA-RIB | 2647624 | 11/12/2002 | 11/12/2012 (Renewal) |
| TUFF-SHIELD | 2662600 | 12/17/2002 | Grace Period for Section 8/15 Expired 06/17/2009, Registration Expected to be Canceled in Due Course |
| CLASSIC STEEL FRAME HOMES and Design | 2741396 | 07/29/2003 | 07/29/2013 (Renewal) |
| ROYAL LOCK | 2770513 | 10/07/2003 | 10/07/2013 (Renewal) |
| DBCI and Design | 2837799 | 05/04/2004 | 05/04/2010 (Section 8/15) |
| A&S A&S BUILDING SYSTEMS and Design | 2850206 | 06/08/2004 | 06/08/2014 (Renewal) |
| SS STEEL SYSTEMS and Design | 2859589 | 07/06/2004 | 07/06/2010 (Section 8/15) |
| ULTRA-DEK | 2910053 | 12/14/2004 | 12/14/2010 (Section 8/15) |
| NCI METAL DEPOTS and Design | 2957507 | 05/31/2005 | 05/31/2011 (Section 8/15) |
| MM MIDLAND METALS | 3037314 | 01/03/2006 | 01/03/2012 (Section 8/15) |
| A ABLE DOOR MANUFACTURING A DIVISION OF NCI BUILDING SYSTEMS, L.P. and Design | 3052544 | 01/31/2006 | 01/31/2012 (Section 8/15) |
| ER ENNIS ROLLFORMING | 3069796 | 03/21/2006 | 03/21/2012 (Section 8/15) |
| MESCO BUILDING SOLUTIONS | 3112441 | 07/04/2006 | 07/04/2012 (Section 8/15) |
| M MESCO BUILDING SOLUTIONS and Design | 3171918 | 11/14/2006 | 11/14/2012 (Section 8/15) |
| DESIGN . PRICE . BUY ONLINE | 3227303 | 04/10/07 | 04/10/2013 (Section 8/15) |

| Trademark | Registration Number | Registration Date | Next Maintenance Deadline |
|---|---------------------|-------------------|---------------------------|
| EXPRESS BUILDINGS | 3259598 | 07/03/2007 | 07/03/2013 (Section 8) |
| VALUE EXPRESS | 3296129 | 09/25/2007 | 09/25/2013 (Section 8/15) |
| NATURALSTONE | 3304984 | 10/02/2007 | 10/02/2013 (Section 8) |
| STEELOX | 3315295 | 10/23/2007 | 10/23/2013 (Section 8/15) |
| ECI and Design | 3346738 | 12/04/2007 | 12/04/2013 (Section 8/15) |
| S STEEL SYSTEMS and Design | 3411288 | 04/15/2008 | 04/15/2014 (Section 8/15) |
| DURA-20 | 3411290 | 04/15/2008 | 04/15/2014 (Section 8/15) |
| KILAWORX | 3463776 | 07/08/2008 | 07/08/2014 (Section 8/15) |
| STEELBUILDING.COM THE FUTURE OF METAL BUILDINGS | 3474327 | 07/29/2008 | 07/29/2014 (Section 8/15) |
| KILAWORX | 3485997 | 08/12/2008 | 08/12/2014 (Section 8/15) |
| STEELBUILDING.COM and Design | 3497466 | 09/09/2008 | 09/09/2014 (Section 8/15) |
| DESIGNER SERIES | 3510203 | 09/30/2008 | 09/30/2014 (Section 8) |
| YOUR TEAM FOR BUILDING SUCCESS | 3596986 | 03/31/2009 | 03/31/2015 (Section 8/15) |
| STEELBUILDING.COM | 3612444 | 04/28/2009 | 04/18/2015 (Section 8/15) |
| LONG BAY | 3625096 | 05/26/2009 | 05/26/2015 (Section 8/15) |
| FASTAR | 3631843 | 06/02/2009 | 06/02/2015 (Section 8/15) |
| PRO SERIES | 3635678 | 06/09/2009 | 06/09/2015 (Section 8/15) |

Federal Trademark Applications

| Trademark | Application/Serial Number | Application Date |
|-----------------------------|---------------------------|------------------|
| EXPRESSPLUS | 76685864 | 01/17/2008 |
| DOUBLE-LOK | 76693637 | 10/17/2008 |
| DESIGN . PRICE . BUY ONLINE | 78734227 | 10/17/2005 |
| CLASSIC STEEL BUILDINGS | 76698908 | 08/11/2009 |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of October 20, 2009, made by NCI Group, Inc., a Nevada corporation having a principal place of business at 10943 North Sam Houston Parkway West, Houston, Texas 77064 ("Grantor"), in favor of Wells Fargo Foothill, LLC, a Delaware limited liability company having a place of business at 1100 Abernathy Road, Atlanta, Georgia 30328, as agent ("Agent") for itself, Wells Fargo Bank, N.A., in its capacity as Issuing Bank, Bank of America, N.A. ("BOA"), General Electric Capital Corporation (together with BOA, the "Co-Collateral Agents"), and the other financial institutions (excluding the Issuing Bank, collectively, the "Lenders") that are parties to the Loan and Security Agreement, dated as of October 20, 2009 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan and Security Agreement"), among Grantor, Robertson-Ceco II Corporation (together with the Grantor, the "Borrowers"), NCI Building Systems, Inc., the Agent, the Co-Collateral Agents and the Lenders.

WHEREAS, pursuant to the Loan and Security Agreement, the Lenders have severally agreed to make Loans and provide other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor granted to the Agent for itself and the benefit of the Secured Parties a security interest in all of its Intellectual Property, including its U.S. trademarks, trademark applications and trade names (collectively, the "U.S. Trademarks"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Borrowers pursuant to the Loan and Security Agreement, the Grantor agrees, for the benefit of the Secured Parties, 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 or provided by reference in the Loan and Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Loan and Security Agreement and subject to the terms thereof, it granted to the Agent, for itself and the benefit of the other Secured Parties, a continuing security interest in, whether now owned or hereafter acquired, all of the U.S. Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and the goodwill associated with such U.S. Trademarks, and to the extent not otherwise included, all products and proceeds of the U.S. Trademarks, to secure payment and performance when due of all of its Obligations, except that

no security interest is or will be granted pursuant hereto in any rights or interest of the Grantor under or in any Excluded Property.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Loan and Security Agreement. The Loan and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the U.S. Trademarks are more fully set forth in the Loan and 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 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NCI GROUP, INC.

By: 
Name: Ziad R. Morad
Title: EVP & General Counsel

WELLS FARGO FOOTHILL, LLC
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NCI GROUP, INC.

By: _____
Name:
Title:

WELLS FARGO FOOTHILL, LLC
as Agent

By: Kathy Piiska
Name: Kathy Piiska
Title: SVP

[Signature Page to Trademark Security Agreement (NCI)]