

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centria		01/16/2015	general partnership: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	bank: SWITZERLAND		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3042293	ATMP	
Registration Number:	2438328	DIMENSION SERIES	
Registration Number:	3188494	DURACAST	
Registration Number:	3741319	ECO SOUND BARRIER	
Registration Number:	705136	ECONO-LAP	
Registration Number:	3268359	ECOSCREEN	
Registration Number:	3632431	ENERGYPEAK	
Registration Number:	868530	FOAMWALL	
Registration Number:	2826165	FORMABOND	
Registration Number:	1020342	FORMAWALL	
Registration Number:	3629250	GRAPHIX SERIES	
Registration Number:	4313083	LUMATREAD	
Registration Number:	2757247	MICROSEAM	
Registration Number:	4076451	MICROSEAM	
Registration Number:	1618413	SRS	
Registration Number:	988816	TAPMATE	
Registration Number:	805428	VERSACOR	
Registration Number:	1569746	VERSAPANEL	
Registration Number:	1683582	VERSAPANEL	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1419202	VERSAWALL
Registration Number:	1683581	VERSAWALL
Serial Number:	86347186	C
Serial Number:	86347074	CASCADE
Serial Number:	86347135	CENTRIA
Serial Number:	86347038	FLUOROFINISH
Serial Number:	85699627	FORMASHIELD
Serial Number:	86346956	FORMAVUE
Serial Number:	85699638	VERSASHIELD

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Mark D. Wasco, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23832-1003
NAME OF SUBMITTER:	Mark D. Wasco
SIGNATURE:	/Mark D. Wasco/
DATE SIGNED:	05/18/2015

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of January 16, 2015, made by CENTRIA, a Pennsylvania general partnership (the "Grantor"), in favor of Credit Suisse AG, Cayman Island Branch as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent") and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 22, 2012 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among NCI Building Systems, Inc., a Delaware corporation (the "Borrower"), the Collateral Agent, the Administrative Agent and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Assumption Agreement, dated as of January 16, 2015 (the "Assumption Agreement") in order to join as and assume the obligations of a Granting Party under the Guarantee and Collateral Agreement, dated as of June 22, 2012, in favor of the Collateral Agent (as amended by the Assumption Agreement and as otherwise amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to Borrower under the Credit 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 Credit Agreement and the Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Collateral Agreement, it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement. To the extent that there is any conflict between this Agreement and the Collateral Agreement, the Collateral Agreement shall control in all respects. The Collateral 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 Trademarks are more fully set forth in the Credit Agreement and the Collateral 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.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

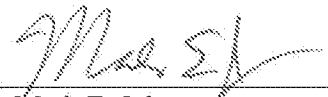
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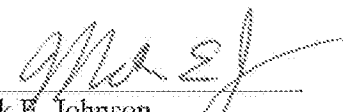
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CENTRIA

By: its general partners
STEELBUILDING.COM, INC.

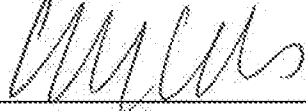
By: 
Name: Mark E. Johnson
Title: Executive Vice President, Chief
Financial Officer and Treasurer

NCI GROUP, INC.


By: 
Name: Mark E. Johnson
Title: Executive Vice President, Chief
Financial Officer and Treasurer

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.

CREDIT SUISSE AG, Cayman Island Branch
as Collateral Agent

By: 

Name: Robert Hetu
Title: Authorized Signatory

By: 

Name: Michael Spaight
Title: Authorized Signatory

SCHEDULE I

Registered Marks

Owner: CENTRIA

Mark	Registration No.	Registration Date
ATMP	3042293	01/10/2006
DIMENSION SERIES	2438328	03/27/2001
DURACAST	3188494	12/26/2006
ECO SOUND BARRIER	3741319	01/19/2010
ECONO-LAP	705136	10/04/1960
ECOSCREEN	3268359	07/24/2007
EnergyPeak	3632431	06/02/2009
FOAMWALL	868530	04/22/1969
FORMABOND	2826165	03/23/2004
FORMAWALL	1020342	09/16/1975
GRAPHIX SERIES	3629250	06/02/2009
LUMATREAD	4313083	04/02/2013
MICROSEAM	2757247	08/26/2003
MICROSEAM	4076451	12/27/2011
SRS	1618413	10/23/1990
TAPMATE	988816	07/23/1974
VERSACOR	805428	03/15/1966
VERSAPANEL	1569746	12/05/1989
VERSAPANEL	1683582	04/21/1992
VERSAWALL	1419202	12/02/1986
VERSAWALL	1683581	04/21/1992

Pending Applications

Owner: CENTRIA

Mark	Application No.	Filing Date
C and Design	86/347186	07/24/2014
CASCADE	86/347074	07/24/2014
CENTRIA	86/347135	07/24/2014
FLUOROFINISH	86/347038	07/24/2014
FORMASHIELD	85/699627	08/09/2012
FORMAVUE	86/346956	07/24/2014
VERSASHIELD	85/699638	08/09/2012