

Form PTO-1595 (Rev. 07/05)
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RECORDATION FORM COVER SHEET PATENTS 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 BUILDING SYSTEMS, L.P.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) 10-29-07

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)Name: NCI GROUP, INC.

Internal Address: _____

Street Address: 10943 N. SAM HOUSTON PARKWAY WESTCity: HOUSTONState: TEXASCountry: USA Zip: 77064Additional name(s) & address(es) attached? ☐ Yes ☐ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11232177
11820571

B. Patent No.(s)

5402572; 5605022, 5855101; 6519908, 5778490; 6874294,
7007431, 6896027; 7086208, and 7240463Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: KAY LYN SCHWARTZInternal Address: GARDERE WYNNE SEWELL LLP
3000 THANKSGIVING TOWERStreet Address: 1601 ELM STREETCity: DALLASState: TEXAS Zip: 75201-4761Phone Number: 214-999-4702Fax Number: 214-999-3702Email Address: IP@GARDERE.COM**6. Total number of applications and patents involved:** 12**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 480.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 07-0153Authorized User Name KAY LYN SCHWARTZ**9. Signature:**Kay Schwartz
Signature11-9-07
DateKAY LYN SCHWARTZ

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

6

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, V.A. 22313-1450

CH \$480.00 070153 11232177

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (this "Agreement") is entered into effective as of October 29, 2007 by and between NCI Building Systems, L.P., a Texas limited partnership ("Building") and NCI Group, Inc., a Nevada corporation (the "NCI Group").

WHEREAS, pursuant to a reorganization of the subsidiaries of NCI Building Systems, Inc., including Building and NCI Group, Building agreed to convey all of its assets to NCI Group and NCI Group agreed to assume all of Building's liabilities. In order to evidence such conveyance and assumption, the parties desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits contained herein, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Building does hereby BARGAIN, GRANT, SELL, CONVEY, TRANSFER, DELIVER and ASSIGN unto NCI Group all of the assets, rights and properties of Building.

2. Assumption. NCI Group hereby expressly, unconditionally and irrevocably assumes and agrees to pay and discharge all liabilities of Building.

3. Substitution and Release. NCI Group hereby agrees to succeed to and be substituted for Building under all agreements Building is currently named a party (the "Agreements") with the same effect as if NCI Group had been named as a party in place of Building in the Agreements. NCI Group unconditionally and irrevocably releases Building of all covenants, obligations and liabilities under the Agreements.

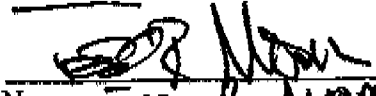
4. Further Assurances. At the request of NCI Group and without further consideration, Building shall execute and deliver to NCI Group such other instruments of transfer, conveyance, assignment, substitution and confirmation and take such action as NCI Group may reasonably deem necessary or desirable in order more effectively to assign and convey to NCI Group and confirm NCI Group's title to all of the assets, rights and other things of value contemplated to be transferred to NCI Group pursuant to this Agreement, and to permit NCI Group to exercise all rights with respect thereto (including, without limitation, rights under any of the Agreements as to which the consent of any third party to the transfer thereof shall not have previously been obtained). At the request of Building and without further consideration, NCI Group will execute and deliver to Building all instruments, assumptions, novations, undertakings, substitutions or other documents and take such other action as Building may reasonably deem necessary or desirable in order to have NCI Group fully and unconditionally assume and discharge the liabilities and obligations contemplated to be assumed by NCI Group under this Agreement, and to relieve Building of any liability or obligation with respect thereto and evidence the same to third parties. Furthermore, each party, at the request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby.

5. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. This Agreement shall inure to the benefit of Building and NCI Group and their respective successors and assigns.


IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale, Assignment and Assumption Agreement to be executed by its duly authorized officer effective as of the date first above written.

NCI BUILDING SYSTEMS, L.P.

By: NCI Group, Inc., its general partner

By: 
Name: L. P. MOORE
Title: VP & General Counsel

NCI GROUP, INC.

By: 
Name: TODD R. MOORE
Title: VP & General Counsel

**SCHEDULE A
PATENTS - NCI BUILDING SYSTEMS, LP**

APPL#	PAT#	TITLE
08174355	5402572	Apparatus And Method For Retrofitting A Metal Roof
08576965	5605022	Vented Closure
08910871	5855101	Apparatus For Retrofitting A Metal Roof
09604485	6519908	Structural Member For Use In The Construction Of Buildings
08590936	5778490	Tension Device For Live Axle Doors
10314852	6874294	Structural Member For Use In The Construction Of Metal Buildings
10435303	7007431	Multi-Story Building And Method For Construction Thereof
10619744	6896027	Method And Apparatus For Suspending A Door
11025039	7086208	Structural Member For Use In The Construction Of Buildings
11404304	7240463	Structural Member For Use In The Construction Of Buildings
11232177 (US 2006- 0010825 A1)	n/a	Multi-Story Building And Method For Construction Thereof
11820571	n/a	Structural Member For Use In The Construction Of Buildings