orm PTO-1594 (Rev. 07/05) MB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCI United States Patent and Trademark Office
RECORDATION FO	
	RKS ONLY
To the Director of the U.S. Patent and Trademark Office: Plea	ase record the attached documents or the new address(es) below.
Note 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. Nature of conveyance )/Execution Date(s):	2. Name and address of receiving party(les)  Additional names, addresses, or citizenship attached?  No  Name: Wells Fargo Foothill, LLC, as Agent Internal Address:  Street Address: 1100 Abemathy Road  City: Atlanta  State: Georgia  Country: USA  Zip: 30328
Execution Date(s) October 20, 2009  Assignment Merger  Security Agreement Change of Name  Other  4. Application number(s) or registration number(s) as  A. Trademark Application No.(s)	B. (rademark Registration No.(s)
See Schedule I Attached  C. Identification or Description of Trademark(s) (and Filir See Schedule I Attached	See Schedule I Attached  Additional sheet(s) attached?   Additional sheet(s) attached?   Tyes Nong Date if Application or Registration Number is unknown):
<ol> <li>Name &amp; address of party to whom correspondence concerning document should be malled:</li> <li>Name: Susan O'Brien</li> </ol>	registrations involved:
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2.615 -  Authorized to be charged by credit card  Authorized to be charged to deposit account
Street Address: 187 Wolf Road, Suite 101	Enclosed Enclosed
City: <u>Albany</u> State: <u>New York</u> Zip: <u>12205</u>	a. Credit Card Last 4 Numbers 5673 Expiration Date 11/09
Phone Number: 800-342-3676  Fax Number: 800-962-7049  Email Address: cls-udsalbany@wolterskluwers.com.	b. Deposit Account Number Authorized User Name
9. Signature: () June des Jac Signature	Total number of pages including cover sheet, attachments, and document:

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

Name of Person Signing

# SCHEDULE!

# 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)

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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)
DBCI	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)
ÇLASSIC	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	10/1 <u>9/1999</u>	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)

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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)

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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.CO M 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.CO M 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.CO M	3612444	04/28/2009	04/18/2015 (Section 8/15)
LONG BAY	3625096	05/26/2009	05/26/2015 (Section 8/15)
FAST'AR	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

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### 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. <u>Definitions</u>. 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

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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. <u>Purpose</u>. 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 Londers 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.

\* \* \*

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14)1958,2

TRADEMARK
REEL: 004085 FRAME: 0452

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.
Ву:	GOT MAL
-	Name: ZOAD R. MONE
	Title: EVP + Crement Council
WEI as A	LLS FARGO FOOTHILL, LLC gent
By:	
•	Name:
	Title:

[Signature Page to Trademark Security Agreement (NCI)]

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

Ву:

Vame: Kathy Plisk

Title: 👊 0

[Signature Page to Trademark Security Agreement (NCI)]

**RECORDED: 10/26/2009** 

TRADEMARK REEL: 004085 FRAME: 0454