OP \$65.00 1065170

ETAS ID: TM412373

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-----------------------|
| ROBERTSON-CECO II CORPORATION | | 11/30/2016 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| Name: | NCI GROUP, INC. | |
|-----------------|--------------------------------------|--|
| Street Address: | 10943 North Sam Houston Parkway West | |
| City: | Houston | |
| State/Country: | TEXAS | |
| Postal Code: | 77064 | |
| Entity Type: | Corporation: NEVADA | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1065170 | GARCO |
| Registration Number: | 1624435 | GARCO |

CORRESPONDENCE DATA

Fax Number: 2149993623

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: 2149994487

Email: jfulmer@gardere.com

Correspondent Name: Gardere Wynne Sewell LLP/Jason Fulmer

Address Line 1: 2021 McKinney Ave., Suite 1600

Address Line 4: Dallas, TEXAS 75201

| NAME OF SUBMITTER: | Jason R. Fulmer |
|--------------------|-------------------|
| SIGNATURE: | /Jason R. Fulmer/ |
| DATE SIGNED: | 01/14/2017 |

Total Attachments: 7

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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this "Assignment") effective as of November 30, 2016 (the "Effective Date"), is by and between ROBERTSON-CECO II CORPORATION, a Delaware corporation having a business address of 10943 North Sam Houston Parkway West, Houston, TX 77064 ("Assignor") and NCI GROUP, INC., a Nevada corporation having a business address of 10943 North Sam Houston Parkway West, Houston, TX 77064 ("Assignee"). Assignor and Assignee are sometimes referenced collectively as the "Parties".

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and corresponding trademark applications and registrations set forth in EXHIBIT A incorporated herein by reference, together with all goodwill associated therewith (hereinafter, the "Marks");

WHEREAS, Assignor is also the owner of all right, title, and interest in and to the trade name Garco Building Systems, and all corresponding trade name registrations therefor, including those set forth in EXHIBIT B incorporated herein by reference, together with all goodwill associated therewith (hereinafter, the "Trade Names");

WHEREAS, Assignor is also the owner of all rights, title, and interest in and to the domain name registrations referenced in EXHIBIT C attached hereto and incorporated herein by reference (the "Domain Names"); and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Marks, Trade Names, and Domain Names and all goodwill associated therewith to Assignee, and Assignee desires to acquire all of Assignor's rights, title and interest in, to, and under the Marks, Trade Names, and Domain Names pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT.

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's rights, title and interest in, to, and under, the Marks, Trade Names, and Domain Names, together with the goodwill associated therewith, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Marks, Trade Names and Domain Names, and corresponding rights. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

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2. RECORDALS/FURTHER ASSURANCES.

Assignee shall record this Assignment (with respect to the Marks in Exhibit A) with the United States Patent and Trademark Office. Assignor shall execute and deliver to Assignee confirmatory assignments of the Trade Names (as set forth in Exhibit B) in forms suitable for recording at the various State agencies. Assignor shall also reasonably assist Assignee in transferring control of the Domain Names assigned herein to Assignee (or its designee or transferee), including authorizing the transfer of such Domain Names from Assignor's (or Assignor's affiliate's) present registrar(s) or account(s) to Assignee's (or Assignee's designee's or transferee's) designated registrar or account.

Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents, and perform such other acts, as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

3. ORIGINALS/COUNTERPARTS.

This Assignment may be executed by facsimile (i.e. fax, scan/.pdf) signature in multiple counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

ROBERTSON-CECO II CORPORATION

By:

John L. Kuzdal

President of Group Manufacturing Segment

ASSIGNEE:

NCI GROUP, INC.,

Date: 11/30/2016

By: John L. Kuzdal

President of Manufacturing

| STATE OF TEXAS | § |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF HARRIS | Ś. |
| Kuzdal, the President of | acknowledged before me on 1-30-16, by John L. Group Manufacturing Segment of ROBERTSON-CECO II are corporation, on behalf of said corporation. |
| [SEAL] | Notary Public, State of Texas |
| My Commission Expires: | minimum. |
| 6-17-2017 | |
| STATE OF TEXAS | 8 |
| COUNTY OF HARRIS | § |
| | acknowledged before me on 11-30-16, by John L. nufacturing of NCI GROUP, INC., a Nevada corporation, on behalf |
| forwrd | Notary Public, State of Texas |
| My Commission Expires: | |

EXHIBIT A

MARKS

| Trademark | Registration No. | Registration Date |
|-----------|------------------|-------------------|
| Garco | 1065170 | 05/10/1977 |
| GARCO | 1624435 | 11/27/1990 |

EXHIBIT A - MARKS

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EXHIBIT B

TRADE NAMES

| State | Trade Name | Registration No. | Registration Date |
|----------|------------------------|------------------|-------------------|
| Hawaii | Garco Building Systems | 4107754 | 6-27-2007 |
| Alabama | Garco Building Systems | 110625 | 7-30-2007 |
| Nebraska | Garco Building Systems | 10099530 | 6-22-2007 |

SOLO PAGE

EXHIBIT C

DOMAIN NAMES

GARCOBUILDINGS.COM

GARCOSTEELPRODUCTS.COM

EXHIBIT C-DOMAIN NAMES Gardere01 - 9623652v.2

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RECORDED: 01/14/2017