

08-24-2001

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (EXP. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. PATENT AND TRADEMARK OFFICE

Attorney Docket No.: 61908-3126

101822213

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

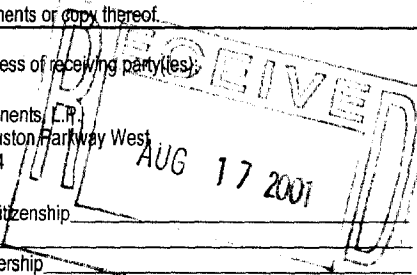
NCI Building Systems, L.P.
10943 North Sam Houston Parkway West
Houston, Texas 77064

08/17/01

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

2. Name and Address of receiving party(ies):

Metal Building Components, L.P.
10943 North Sam Houston Parkway West
Houston, Texas 77064



___ Individual(s) Citizenship
___ Association
___ General Partnership
 Limited Partnership Texas
___ Corporation-State _____
___ Other _____

Additional name(s) of conveying party(ies) attached? ___ yes no

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)
Additional name(s) and address(es) attached? ___ yes no

3. Nature of Conveyance:

Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Other _____

Execution Date: February 1, 2001

Additional numbers attached? ___ Yes No

4. Application number(s) or registration number(s).

A. Trademark Application No.(s) 76/110,242

B. Trademark Registration No.(s)

Additional numbers attached? ___ Yes No

5. Name and address of party to whom correspondence concerning Document should be mailed:

Name: Kay Lyn Schwartz
Gardere Wynne Sewell LLP
Address: 1601 Elm Street, Suite 3000
City: Dallas
State: Texas Zip: 75201-4761

6. Total number of applications and registrations involved: _____

7. Total Fee (37 CFR 3.41).....\$40.00
 Enclosed
___ Authorized to charge to deposit account.

8. Deposit Account No: 07-0153
(Attach duplicate copy if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kay Lyn Schwartz
Printed Name of Person Signing

Kay Lyn Schwartz
Signature

8/15/01
Date

Total Number of Pages Including Cover Sheet, Attachments and Document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/23/2001 DBYRNE 00000194 76110242

01 FC:481

40.00 00

DALLAS 1043652v1

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") dated this 13th day of August, 2001, is by and between NCI Building Systems, L.P., a limited partnership, having a business address of 10943 North Sam Houston Parkway West, Houston, Texas 77064 (hereinafter referred to as "Assignor") and Metal Building Components, L.P., having a business address of 10943 North Sam Houston Parkway West, Houston, Texas 77064 (hereinafter referred to as "Assignee");

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of trademark Serial No. 76/110,242, incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (hereinafter referred to as the "Trademark");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Trademark and has not abandoned it;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark owned by Assignor; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark; together with the goodwill symbolized by said Trademark, 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 income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action in law or in equity for past, present or future infringement of said Trademark.

NCI BUILDING SYSTEMS, L.P.

Date: August 13, 2001

By: Robert J. Medlock
Robert J. Medlock
Executive Vice President and CFO

DALLAS 1005391v1