

FORM PTO-1584 RECORDATION FORM COVER SHEET

1-31-82

# TRADEMARKS ONLY

U S DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name and Address of Conveying Party(ies):  
Able Manufacturing & Wholesale Garage Door Co.,  
Inc. d/b/a Able Garage Door Manufacturing Co.

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State. <u>Texas</u>
<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Additional Name(s) of Conveying Party(ies) Attached

2. Name and Address of Receiving Party(ies):  
NCI Building Systems, L.P.  
10943 N. Sam Houston Parkway West  
Houston, Texas 77064

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input checked="" type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Corporation -- State. _____
<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Additional Name(s) of Receiving Party(ies) Attached
<input type="checkbox"/>	Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached

3. Nature of Conveyance:

<input checked="" type="checkbox"/>	Assignment
<input type="checkbox"/>	Security Agreement
<input type="checkbox"/>	Merger
<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other

Execution Date: June 30, 2003

4. Registration Number(s):  
1,686,013

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Kay Lyn Schwartz  
Gardere Wynne Sewell LLP  
1801 Elm Street, Suite 3000  
Dallas, Texas 75201-4761  
  
214-999-4702 - Telephone  
214-999-3702 - Facsimile  
E-Mail [kschwartz@gardere.com](mailto:kschwartz@gardere.com)

6. Total Number of Applications and Registrations Involved:  
1

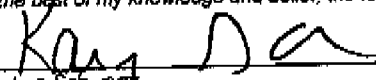
7. Total Fee (37 CFR 3.41): \$40.00

<input type="checkbox"/>	Previously submitted
<input checked="" type="checkbox"/>	Authorized to be Charged to Deposit Account
<input checked="" type="checkbox"/>	Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

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

  
\_\_\_\_\_  
Kay Lyn Schwartz  
August 11, 2005 Date

Document sent via facsimile to 703-306-5995

Mail To: Mail Stop Recordation Services, Director of the USPTO  
P.O. Box 1450, Alexandria, VA 22313-1450

Total # of Pages Including This Cover Sheet: 4

CH \$40.00 070153 1686013

**TRADEMARK ASSIGNMENT**

This Assignment is effective as of the 30<sup>th</sup> day of June, 2003, between **ABLE MANUFACTURING & WHOLESALE GARAGE DOOR CO., INC.** d/b/a **ABLE GARAGE DOOR MANUFACTURING CO.**, a corporation of the State of Texas and doing business at 5929 Mitchelldale, Houston, Texas 77092 (hereinafter "**ASSIGNOR**") and **NCI BUILDING SYSTEMS, L.P.**, a Texas limited partnership, doing business at 10943 N. Sam Houston Parkway West, Houston, Texas 77064 (hereinafter "**ASSIGNEE**").

**WHEREAS, ASSIGNOR** is the owner of the trademark identified in the attached Schedule A, which is registered in the United States Patent and Trademark Office; and

**WHEREAS, ASSIGNOR** is desirous of transferring and assigning to **ASSIGNEE** all of **ASSIGNOR**'s rights, title and interest in and to the trademark identified in the attached Schedule A; and

**WHEREAS, ASSIGNEE**, is desirous of acquiring all **ASSIGNOR**'s rights, title and interest in and to said trademark identified in the attached Schedule A;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, **ASSIGNOR** agrees as follows:

1. **ASSIGNOR** does hereby sell, assign and transfer to said **ASSIGNEE** all right, title and interest in and to the trademark identified in the attached Schedule A, together with the goodwill of the business symbolized by the trademark identified in the attached Schedule A, 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 trademark identified in the attached Schedule A, and in and to all rights corresponding to the foregoing throughout the world.
2. **ASSIGNOR** shall execute any and all documents reasonably requested by **ASSIGNEE** to effect transfer and recording of the trademark to **ASSIGNEE**.



IN WITNESS WHEREOF, ASSIGNOR has caused this Trademark Assignment to be executed by its duly authorized representative as of the date below stated.

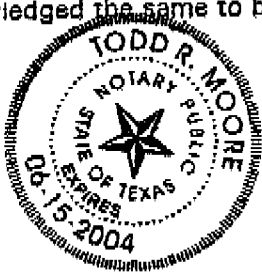
This Assignment executed at Houston, Texas, on the 30<sup>th</sup> day of June, 2003.

ABLE MANUFACTURING & WHOLESALE  
GARAGE DOOR CO., INC. d/b/a ABLE  
GARAGE DOOR MANUFACTURING CO.

By: *Claude E. Smith*  
Name: *Claude E. Smith*  
Title: *Chief Operating Officer*

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

On this 30th day of June, 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared *Claude E. Smith*, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.



*Todd R. Moore*  
Notary Public  
State of *Texas*  
My Com. Expires: *6-15-2004*

*ES*

**SCHEDULE A**

<b>Mark</b>	<b>Registration Number</b>	<b>Filing Date</b>
ABLE	1686013	May 6, 1991