

Form PTO-1594 (Rev 07/05)
OMB Collection 0651-0027 (exp 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS 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):
METAL BUILDING COMPONENTS, L.P.

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

Citizenship (see guidelines) TEXAS

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached?

Name: NCI GROUP, INC.
Internal _____
Address: _____
Street Address: 10943 N. SAM HOUSTON PARKWAY WEST
City: HOUSTON
State: TEXAS
Country USA Zip 77064

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship NEVADA
 Other _____ Citizenship _____

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) OCTOBER 29 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No (s) _____

B. Trademark Registration No.(s)
SEE ATTACHED EXHIBIT A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SEE ATTACHED EXHIBIT A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: KAY LYN SCHWARTZ
Internal Address: GARDERE WYNNE SEWELL LLP
3000 THANKSGIVING TOWER
Street Address: 1601 FLM STREET
City: DALLAS
State: TEXAS Zip: 75201-4761
Phone Number: 214-999-4702
Fax Number: 214-999-3623
Email Address: JP@GARDERE.COM

6. Total number of applications and registrations involved: 48

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,215.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 07-0153
Authorized User Name KAY LYN SCHWARTZ

9. Signature: Kay Lyn Schwartz 11-08-07
Signature Date




KAY LYN SCHWARTZ
Name of Person Signing





Total number of pages including cover sheet, attachments, and document. 7

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

CH \$1215.00 070153 76664411

Metal Building Components, L.P.
Exhibit A

Mark:	Reg. No./ Serial No.
BATTENLOK	1686016
SIGNATURE	1750427
ULTRA-DEK 124	1310768
DOUBLE-LOK 124	1613519
LOKSEAM	1684278
	1424579
NUROOF	1917593
FLEXLOC	1950005
IMPERIAL RIB	1980366
 AMERICAN BUILDING COMPONENTS	1926989
MONARCH RIB	1905298
	1206560
REGAL RIB	1082255
RUGGED RIB	1171944
NUWALL	2218230
SUPERLOK	2161830
STORMPROOF	2277089
RAIN GUARD	2192159
CLASSIC	2256416
PERMA-CLAD	2193540
ARTISAN	2262021
LITEFRAME	2266112
TRADITIONAL	2286987
SLIMLINE	2192160
ROYAL LOCK	2770513
AMERI-DRAIN	2264507
SUPRA-RIB	2647624
7/8" WIDE RIB	2478821
S-36	2262735
BI-36	2266746
B-36	2259247
SL-16	2359209
MILLENNIUM	2458977

Mark:	Reg. No./ Serial No.
WEATHERSAFE	2489812
	2581159
ULTRA-DEK	2910053
	3069796
	3037314
HERITAGE BUILDING SYSTEMS	2444278
STEELOX	500226
	1971249
SENTRY XTR	2293241
SABRE BUILDING SYSTEMS	2390227
STEELOX	320405
STEELOX	3315295
DESIGNER SERIES	76/664411
PRO SERIES	76/676639
3/4" HIGH RIB	77/183434

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 Metal Building Components, L.P., a Texas limited partnership ("MBC") and NCI Group, Inc., a Nevada corporation (the "NCI Group").

WHEREAS, pursuant to a reorganization of the subsidiaries of NCI Building Systems, Inc., including MBC and NCI Group, MBC agreed to convey all of its assets to NCI Group and NCI Group agreed to assume all of MBC'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. MBC does hereby BARGAIN, GRANT, SELL, CONVEY, TRANSFER, DELIVER and ASSIGN unto NCI Group all of the assets, rights and properties of MBC.

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

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

4. Further Assurances. At the request of NCI Group and without further consideration, MBC 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 MBC and without further consideration, NCI Group will execute and deliver to MBC all instruments, assumptions, novations, undertakings, substitutions or other documents and take such other action as MBC 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 MBC 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.

TRADEMARK

REEL: 003658 FRAME: 0316

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 MBC 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.

METAL BUILDING COMPONENTS, L.P.

By: NCI Group, Inc., its general partner

By: [Signature]
Name: LEOP L. MOORE
Title: Vice President & General Counsel

NCI GROUP, INC.

By: [Signature]
Name: LEOP L. MOORE
Title: VP & General Counsel