

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):**

NCI BUILDING SYSTEMS, L.P.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) TEXAS

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**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 ELM STREET

City: DALLAS

State: TEXAS Zip: 75201-4761

Phone Number 214-999-4702

Fax Number: 214-999-3623

Email Address: IP@GARDERE.COM

**6. Total number of applications and registrations involved:**

43

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,090.00**

- 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*

Signature

11-8-07

Date

KAY LYN SCHWARTZ

Name of Person Signing







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








8






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 \$1090.00 070153 76610423

**NCI Building Systems, L.P**  
Exhibit A

Mark:	Reg. No./ Serial No.
	3171918
RETRO-R	1906296
ROYAL K-70	2025884
DURA-20	2037498
METALLIC BUILDING COMPANY	2110344
	623865
	2028845
	2035454
A & S BUILDING SYSTEMS	2028846
MID-WEST STEEL BUILDING COMPANY	2040247
	2030148
NCI BUILDING COMPONENTS	2028844
NCI	2079167
DBCI	2071877
METALLIC	2119193
VERTI-LOC	2085914
SS216	2169345
	1055914

Mark:	Reg. No./ Serial No.
	1069517
CLASSIC STEEL FRAME HOMES	2183547
	2196662
LONG BAY SYSTEM	2485858
TUFF-SHIELD	2662600
	2741396
	2837799
	2850206
	2859589
	2957507
MESCO BUILDING SOLUTIONS	3112441
VERSALOK	1503560

Mark:	Reg. No./ Serial No.
	3052544
	76/610423
ABLE	1686013
VALUE EXPRESS	3296129
EXPRESS BUILDINGS	3259598
	76/672269
DURA-20	76/672728
	76/675993
NATURALSTONE	3304984
	77238305
KilaWerks	77230808
KilaWerx	77230791
KilaWorx	77230768

**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 NCI Building Systems, L.P., a Texas limited partnership ("Building") and NCI Group, Inc., a Nevada corporation (the "NCI Group").

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

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

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

4. Further Assurances. At the request of NCI Group and without further consideration, Building 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 Building and without further consideration, NCI Group will execute and deliver to Building all instruments, assumptions, novations, undertakings, substitutions or other documents and take such other action as Building 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 Building 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: 0352

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 Building 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.

NCI BUILDING SYSTEMS, L.P.

By: NCI Group, Inc., its general partner

By: [Signature]  
Name: W. P. & M. ROSE  
Title: VP & General Counsel

NCI GROUP, INC.

By: [Signature]  
Name: TODD R. ALDRIDGE  
Title: VP & General Counsel