

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):

Robertson-Ceco II Corporation
10943 North Sam Houston Parkway West
Houston, Texas 77064

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 20, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Foothill, LLC, as Agent

Internal Address: _____

Street Address: 1100 Abernathy Road

City: Atlanta

State: Georgia

Country: USA Zip: 30328

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

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)

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

A. Trademark Application No.(s)
See Schedule I Attached

B. Trademark Registration No.(s)
See Schedule I Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Schedule I Attached

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

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cjs-udaalban@wolterskluwer.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$565

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

B. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 11/09

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

Signature

Date

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

6

Name of Person Signing

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

SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT

Robertson-Ceco II Corporation

Federal Trademark Registrations

Trademark	Registration Number	Registration Date	Next Maintenance Deadline
CECO	0523359	04/04/1950	04/14/2010 (Renewal)
STAR	0942556	09/12/1972	09/12/2012 (Renewal)
STAR BUILDING	0942557	09/12/1972	09/12/2012 (Renewal)
GARCO and Design	1065170	05/10/1977	05/10/2017 (Renewal)
STAR and Design	1317615	02/05/1985	02/05/2015 (Renewal)
CECOLOK	1337543	05/28/1985	05/28/2015 (Renewal)
DURARIB	1521528	01/24/1989	01/24/2019 (Renewal)
STARSHIELD and Design	1598155	05/29/1990	05/29/2010 (Renewal)
STARSHIELD	1598156	05/29/1990	05/29/2010 (Renewal)
C and Design	1606124	07/17/1990	07/17/2010 (Renewal)
GARCO	1624435	11/27/1990	11/27/2010 (Renewal)
STAR BUILDING SYSTEMS	1767171	04/27/1993	4/27/2013 (Renewal)
STAR	1797517	10/12/1993	10/12/2013 (Renewal)
STAR	1887477	04/04/1995	04/04/2015 (Renewal)
DURA-RIB	1890796	04/25/1995	04/25/2015 (Renewal)
DURA-RIB	1902736	07/04/1995	07/04/2015 (Renewal)
C and Design	2123775	12/23/1997	12/23/2017 (Renewal)
VEXO	2689345	02/18/2003	02/18/2013 (Renewal)
ISS SYSTEMS	2955644	05/24/2005	05/24/2011 (Section 8/15)
CECO PRO	3085883	04/25/2006	04/25/2012 (Section 8/15)
CBS-XPRES	3130344	08/15/2006	08/15/2012 (Section 8/15)
THE CONSTRUCTION PROFESSIONALS	3629168	06/02/2009	06/02/2015 (Section 8/15)

[Execution]

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of October 20, 2009, made by Robertson-Ceco II Corporation, a Delaware corporation having a principal place of business at 10943 North Sam Houston Parkway West, Houston, Texas 77064 ("Grantor"), in favor of Wells Fargo Foothill, LLC, a Delaware limited liability company having a place of business at 1100 Abernathy Road, Atlanta, Georgia 30328, as agent ("Agent") for itself, Wells Fargo Bank, N.A., in its capacity as Issuing Bank, Bank of America, N.A. ("BOA"), General Electric Capital Corporation (together with BOA, the "Co-Collateral Agents"), and the other financial institutions (excluding the Issuing Bank, collectively, the "Lenders") that are parties to the Loan and Security Agreement, dated as of October 20, 2009 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan and Security Agreement"), among Grantor, NCI Group, Inc. (together with the Grantor, the "Borrowers"), NCI Building Systems, Inc., the Agent, the Co-Collateral Agents and the Lenders.

WHEREAS, pursuant to the Loan and Security Agreement, the Lenders have severally agreed to make Loans and provide other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor granted to the Agent for itself and the benefit of the Secured Parties a security interest in all of its Intellectual Property, including its U.S. trademarks, trademark applications and trade names (collectively, the "U.S. Trademarks"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Borrowers pursuant to the Loan and Security Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan and Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Loan and Security Agreement and subject to the terms thereof, it granted to the Agent, for itself and the benefit of the other Secured Parties, a continuing security interest in, whether now owned or hereafter acquired, all of the U.S. Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and the goodwill associated with such U.S. Trademarks, and to the extent not otherwise included, all products and proceeds of the U.S. Trademarks, to secure payment and performance when due of all of its Obligations, except that

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Loan and Security Agreement. The Loan and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the U.S. Trademarks are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

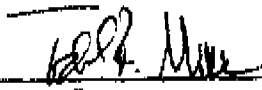
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROBERTSON-CECO II CORPORATION

By: 
Name: Todd R. Moore
Title: EVP + General Counsel

WELLS FARGO FOOTHILL, LLC
as Agent

By: _____
Name:
Title:

{Signature Page to Trademark Security Agreement (CECO)}

TRADEMARK
REEL: 004085 FRAME: 0403

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROBERTSON-CECO II CORPORATION

By: _____
Name:
Title:

WELLS FARGO Foothill, LLC
as Agent

By: Kathy Pisko
Name: Kathy Pisko
Title: SVP

[Signature Page to Trademark Security Agreement (CECO)]