

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Robertson-Ceco II Corporation		10/20/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association, as Agent
<b>Street Address:</b>	1525 W.T. Harris Blvd.
<b>Internal Address:</b>	Mail Code NC 0680
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	3629168	THE CONSTRUCTION PROFESSIONALS
Registration Number:	3130344	CBS-XPRES
Registration Number:	3085883	CECO PRO
Registration Number:	2955644	ISS SYSTEMS
Registration Number:	2689345	VEXO
Registration Number:	2123775	C
Registration Number:	1902736	DURA-RIB
Registration Number:	1890796	DURA-RIB
Registration Number:	1887477	STAR
Registration Number:	1797517	STAR
Registration Number:	1767171	STAR BUILDING SYSTEMS
Registration Number:	1624435	GARCO
Registration Number:	1606124	C

OP \$565.00 3629168

Registration Number:	1598156	STARSHIELD
Registration Number:	1598155	STARSHIELD
Registration Number:	1521528	DURARIB
Registration Number:	1337543	CECOLOK
Registration Number:	1317615	STAR
Registration Number:	1065170	GARCO
Registration Number:	0942557	STAR BUILDING
Registration Number:	0942556	STAR
Registration Number:	0523359	CECO

**CORRESPONDENCE DATA**

Fax Number: (919)416-8328  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9192868041  
Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 512485-001270 JES

NAME OF SUBMITTER: John E. Slaughter

Signature: /John E. Slaughter/

Date: 11/19/2009

**Total Attachments: 5**

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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (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 N. Sam Houston Parkway W., Houston, Texas 77064 ("Grantor"), in favor of Wachovia Bank, National Association, a national banking association having a principal place of business at 1525 West W.T. Harris Blvd., Mail Code NC 0680, Charlotte, North Carolina 28262, as administrative agent and collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") that are parties to the Amended and Restated Credit Agreement, dated as of October 20, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NCI Building Systems, Inc. (the "Borrower"), the Agent and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Grantor have executed and delivered a Guarantee and Collateral Agreement, dated as of October 20, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the 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 their respective extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the ratable 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 Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Excluded Assets.

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 Guarantee and Collateral Agreement. The Guarantee and Collateral 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 Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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.

\* \* \*

[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: T. R. Moore  
Name: TODD R. MOORE  
Title: EVP + General Counsel

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Agent

By: \_\_\_\_\_  
Name:  
Title:

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:

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Agent

By: \_\_\_\_\_

Name: *Jacobs Petkovich*

Title: *Director*

Schedule I

Robertson-Ceco II Corporation  
(Delaware Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
THE CONSTRUCTION PROFESSIONALS	3629168	06/02/09
CBS-XPRES	3130344	08/15/06
CECO PRO	3085883	04/25/06
ISS SYSTEMS	2955644	05/24/05
VEXO	2689345	02/18/03
C and Design	2123775	12/23/97
DURA-RIB	1902736	07/04/95
DURA-RIB	1890796	04/25/95
STAR	1887477	04/04/95
STAR and Design	1797517	10/12/93
STAR BUILDING SYSTEMS	1767171	04/27/93
GARCO	1624435	11/27/90
C and Design	1606124	07/17/90
STARSHIELD	1598156	05/29/90
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DURARIB	1521528	01/24/89
CECOLOK	1337543	05/28/85
STAR and Design	1317615	02/05/85
GARCO and Design	1065170	05/10/77
STAR BUILDING	0942557	09/12/72
STAR	0942556	09/12/72
CECO	0523359	04/04/50