

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Robertson-Ceco II Corporation		06/22/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent
Street Address:	One Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3130344	CBS-XPRES
Registration Number:	3085883	CECO PRO
Registration Number:	2123775	C
Registration Number:	1887477	STAR
Registration Number:	1902736	DURA-RIB
Registration Number:	1890796	DURA-RIB
Registration Number:	1797517	STAR
Registration Number:	1767171	STAR BUILDING SYSTEMS
Registration Number:	1337543	CECOLOK
Registration Number:	1317615	STAR
Registration Number:	0942557	STAR BUILDING
Registration Number:	0523359	CECO
Registration Number:	0942556	STAR
Registration Number:	1521528	DURARIB

**TRADEMARK**

Registration Number:	1606124	C
Registration Number:	1598155	STARSHIELD
Registration Number:	1598156	STARSHIELD
Registration Number:	3629168	THE CONSTRUCTION PROFESSIONALS
Registration Number:	1065170	GARCO
Registration Number:	2689345	VEXO
Registration Number:	1624435	GARCO

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2023704761  
Email: tfahey@nationalcorp.com  
Correspondent Name: Thomas Fahey  
Address Line 1: 1100 G Street NW, Suite 420  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F139914
NAME OF SUBMITTER:	Courtney J. Mitchell
Signature:	/Courtney J. Mitchell/
Date:	06/22/2012

**Total Attachments: 5**  
source=Notice and Confirmation of Grant of Security Interest in Trademarks -Robertson-CECO (CS)#page2.tif  
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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 June 22, 2012, made by Robertson-Ceco II Corporation, a Delaware corporation (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent") and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among NCI Building Systems, Inc., a Delaware corporation (the "Borrower"), the Collateral Agent, the Administrative Agent and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Collateral Agent for the 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, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to Borrower under the Credit 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 Credit Agreement and the Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Collateral Agreement, it granted to the Collateral Agent, for the 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 such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement. To the extent that there is any conflict between this Agreement and the Collateral Agreement, the Collateral Agreement shall control in all respects. The 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 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.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

\* \* \*

[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,  
as Grantor

By: 

Name: Mark Johnson

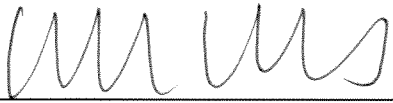
Title: Executive Vice President, Chief Financial  
Officer and Treasurer

[SIGNATURE PAGE TO NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN  
TRADEMARKS]

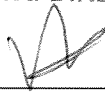
**TRADEMARK**  
**REEL: 004806 FRAME: 0978**

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.

CREDIT SUISSE AG, Cayman Islands Branch

By: 







Name: ROBERT HETU  
Title: MANAGING DIRECTOR

By: 

Name: Rahul Parmar  
Title: Associate

SCHEDULE I

**U.S. Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
CBS-XPRES	3130344	08/15/2006
CECO PRO	3085883	04/25/2006
	2123775	12/23/1997
STAR	1887477	04/04/1995
DURA-RIB	1902736	07/04/1995
DURA-RIB	1890796	04/25/1995
	1797517	10/12/1993
STAR BUILDING SYSTEMS	1767171	04/27/1993
CECOLOK	1337543	05/28/1985
	1317615	02/05/1985
STAR BUILDING	0942557	09/12/1972
CECO	0523359	04/04/1950
STAR	0942556	09/12/1972
DURARIB	1521528	01/24/1989
	1606124	07/17/1990
	1598155	05/29/1990
STARSHIELD	1598156	05/29/1990
THE CONSTRUCTION PROFESSIONALS	3629168	06/02/2009
	1065170	05/10/1977
VEXO	2689345	02/18/2003
GARCO	1624435	11/27/1990