

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)/Execution Date(s):

Meti-Span LLC

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: LLC
Citizenship (see guidelines) ~~USA~~ Texas
Execution Date(s) ~~August 2012~~ June 22, 2012
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: Wells Fargo Capital Finance, LLC, as Agent
Internal Address: _____
Street Address: 1100 Abernathy Road, Suite 1600
City: Atlanta
State: GA
Country: USA Zip: 30328
 Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Michigan
 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)

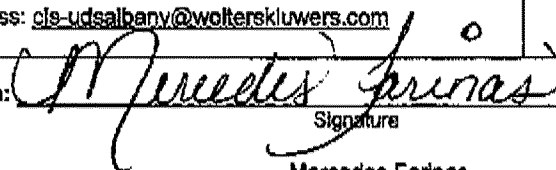
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Notice and Confirmation of Grant of Security Interest in Trademarks

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) See Attached Schedule 1
B. Trademark Registration No.(s) See Attached Schedule 1
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:
Name: Susan O'Brien
Internal Address: UCC Direct Services
Street Address: 187 Wolf Road, Suite 101
City: Albany
State: NY Zip: 12205
Phone Number: 800-342-3676
Fax Number: 800-962-7049
Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved: 10
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
8. Payment Information:
a. Credit Card Last 4 Numbers 1640
Expiration Date 10/13
b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: 
Signature
Mercedes Farinas
Name of Person Signing
Date: 6/26/12
Total number of pages including cover sheet, attachments, and document.

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$265.00 2583200

SCHEDULE I

U.S. Trademarks

Trademark	Application No.	Application Date	Registration Number	Registration Date
CLINCH CLIP	75/930,771	2/28/00	2,583,200	6/18/02
LOCKGUARD	76/627,141	1/7/05	3,039,760	1/10/06
METL-SPAN	77/247,449	8/5/07	3,722,862	12/8/09
METL SPAN (and design)	77/426,597	3/19/08	3,741,567	1/26/10
METL-VISION	77/247,450	8/5/07	3,640,347	6/16/09
SANTA FE	77/247,448	8/5/07	3,640,346	6/16/09
THERMALSAFE	76/627,142	1/7/05	3,039,761	1/10/06
TUFF COTE	76/538,263	8/19/03	3,233,858	4/24/07
TUFF T	75/892,785	1/10/00	2,483,670	8/28/01
TUFF WALL	76/538,264	8/19/03	2,933,827	3/15/05

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 Metl-Span LLC., a Texas limited liability company ("Grantor"), in favor of Wells Fargo Capital Finance, LLC, formerly known as Wells Fargo Foothill, LLC, a Delaware limited liability company, as administrative agent and collateral agent (the "Agent") for the Issuing Banks and Lenders that are parties to the Loan and Security Agreement, dated as of October 20, 2009, as amended on December 3, 2010 and May 2, 2012 (as otherwise amended, supplemented or modified from time to time, the "Loan and Security Agreement"), among the Grantor, NCI Group, Inc. ("NCI"), Robertson-Ceco II Corporation ("Robertson-Ceco" and, together with the Grantor and NCI, the "Borrowers"), NCI Building Systems, Inc., Steelbuilding.com, Inc., Bank of America, N.A., the Agent 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 other Secured Parties, a continuing security interest in and Lien upon 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 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 and Lien upon, whether now owned or hereafter acquired or existing, 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 no security interest is or will be granted pursuant hereto in any rights or interest of the Grantor under or in any Excluded Property.

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.

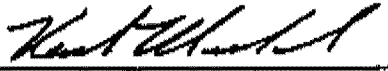
SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[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.

METL-SPAN LLC,
as Grantor

By: 
Name: KARL F. WILLSCH
Title: PRESIDENT & CEO


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

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.

METL-SPAN LLC,
as Grantor

By: _____
Name:
Title:

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By:  _____
Name: *MATT MOULARDOUS*
Title: *VP*

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