

01/23/2015



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Form PTO-1594 (Rev. 06/04)  
OMB Collection 0851-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

01-23-15

**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):**

Centria

- Individual(s)
- General Partnership - PA
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship:

Execution Date(s) January 16, 2015

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: 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: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC 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:**

- Assignment
- Security Agreement
- Other Notice and Confirmation of Grant of Security Interest in Trademarks
- Merger
- Change of Name

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

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

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

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: CT Lien Solutions

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@wolterskluwer.com

**6. Total number of applications and registrations involved: 28**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 715.00**

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name:

01/28/2015 KNGUYENI 00000013 3042293

01 FC:8521

02 FC:8522

40.00 OP

675.00 OP

January 16, 2015

Date

Total number of pages including cover sheet, attachments, and document: 6

**9. Signature:**

Signature

Joanne Bl. Arnold  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8895, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE I**

**Registered Marks**  
Owner: CENTRIA

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
ATMP	3042293	01/10/2006
DIMENSION SERIES	2438328	03/27/2001
DURACAST	3188494	12/26/2006
ECO SOUND BARRIER	3741319	01/19/2010
ECONO-LAP	705136	10/04/1960
ECOSCREEN	3268359	07/24/2007
EnergyPeak	3632431	06/02/2009
FOAMWALL	868530	04/22/1969
FORMABOND	2826165	03/23/2004
FORMAWALL	1020342	09/16/1975
GRAPHIX SERIES	3629250	06/02/2009
LUMATREAD	4313083	04/02/2013
MICROSEAM	2757247	08/26/2003
MICROSEAM	4076451	12/27/2011
SRS	1618413	10/23/1990
TAPMATE	988816	07/23/1974
VERSACOR	805428	03/15/1966
VERSAPANEL	1569746	12/05/1989
VERSAPANEL	1683582	04/21/1992
VERSAWALL	1419202	12/02/1986
VERSAWALL	1683581	04/21/1992

**Pending Applications**  
Owner: CENTRIA

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
C and Design	86/347186	07/24/2014
CASCADE	86/347074	07/24/2014
CENTRIA	86/347135	07/24/2014
FLUOROFINISH	86/347038	07/24/2014
FORMASHIELD	85/699627	08/09/2012
FORMAVUE	86/346956	07/24/2014
VERSASHIELD	85/699638	08/09/2012

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 January 16, 2015, made by CENTRIA, a Pennsylvania general partnership ("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, May 2, 2012 and November 7, 2014 (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, Centria, Inc. 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.

**CENTRIA**

By: its general partners  
STEELBUILDING.COM, INC.

By:   
Name: Mark E. Johnson  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

**NCI GROUP, INC.**

By:   
Name: Mark E. Johnson  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

*[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.

WELLS FARGO CAPITAL FINANCE, LLC,  
as Agent

By:   
Name: MATT M...  
Title: VP

*[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]*