

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robertson-Ceco II Corporation		02/08/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1100 Abernathy Rd., Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
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:	1317615	STAR	
Registration Number:	0942557	STAR BUILDING	
Registration Number:	0523359	CECO	
Registration Number:	0942556	STAR	
Registration Number:	1521528	DURARIB	
Registration Number:	1606124	C	
Registration Number:	1598155	STARSHIELD	
Registration Number:	1598156	STARSHIELD	
Registration Number:	3629168	THE CONSTRUCTION PROFESSIONALS	
Registration Number:	4919992	CECO STEEL STRONG	
Registration Number:	4919991	CECO STEEL STRONG	

OP \$565.00 3130344

Property Type	Number	Word Mark
Registration Number:	4703924	
Registration Number:	4870894	STAR BUILDING SYSTEMS
Registration Number:	1337543	CECOLOK

CORRESPONDENCE DATA

Fax Number: 3128637867

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.543

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 02/08/2018

Total Attachments: 6

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**ABL 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 February 8, 2018, made by Robertson-Ceco II Corporation (the "Grantor"), in favor of Wells Fargo Bank, National Association, as Collateral Agent (the "Agent") for itself, the several banks and other financial institutions (the "Lenders") that are parties to the ABL Credit Agreement, dated as of February 8, 2018 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Parent (as defined in the Credit Agreement), NCI Group, Inc. ("NCI Group") (as defined in the Credit Agreement), Robertson-Ceco II Corporation ("Robertson") (as defined in the Credit Agreement), the Subsidiary Borrowers (as defined in the Credit Agreement) (together with Parent, NCI Group and Robertson, the "Borrowers") and the Lenders from time to time party thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers and the Guarantors have executed and delivered a ABL Guarantee and Collateral Agreement, dated as of February 8, 2018, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the 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, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees 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 Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit

of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks (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 foregoing, 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, except that no security interest is or will be granted pursuant hereto 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 Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the 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.

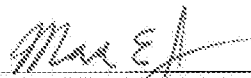
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *


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

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Agent

By: 
Name: MATT MOULEDOUS
Title: VP






[SIGNATURE PAGE TO ABL NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS – ROBERTSON-
CECO II CORPORATION]

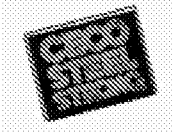


TRADEMARK
REEL: 006268 FRAME: 0934

SCHEDULE I

Trademark Registrations

Registered Marks

Trademark	Country	Registration No.	Reg. Date
CBS-XPRES	United States	3130344	08/15/2006
CECO PRO	United States	3085883	04/25/2006
	United States	2123775	12/23/1997
STAR	United States	1887477	04/04/1995
DURA-RIB	United States	1902736	07/04/1995
DURA-RIB	United States	1890796	04/25/1995
	United States	1797517	10/12/1993
STAR BUILDING SYSTEMS	United States	1767171	04/27/1993
	United States	1317615	02/05/1985
STAR BUILDING	United States	0942557	09/12/1972
CECO	United States	0523359	04/04/1950
STAR	United States	0942556	09/12/1972
DURARIB	United States	1521528	01/24/1989
	United States	1606124	07/17/1990
	United States	1598155	05/29/1990
STARSHIELD	United States	1598156	05/29/1990
THE CONSTRUCTION PROFESSIONALS	United States	3629168	06/02/2009
CECO-STEEL STRONG	United States	4919992	03/22/2016

Trademark	Country	Registration No.	Reg. Date
	United States	4919991	03/22/2016
	United States	4703924	03/17/2015
	United States	4870894	12/15/2015
CECOLOK	United States	1337543	05/28/1985