

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

### 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):**

STEELBUILDING.COM, INC

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) OCTOBER 29, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: NCI GROUP, INC

Internal

Address: \_\_\_\_\_

Street Address: 10943 N SAM HOUSTON PARKWAY WEST

City: HOUSTON

State: TEXAS

Country USA Zip 77064

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

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)

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

A. Trademark Application No. (s)  
76/280389, 76/280390; 78/680792; 78/734227

B. Trademark Registration No.(s)  
2644801; and 3227303

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
STEELBUILDING.COM and design; Design • Price • Buy Online stylized: STEELBUILDING.COM THE FUTURE OF METAL BUILDINGS; Design • Price • Buy Online; DESIGN • PRICE • BUY ONLINE; and STEELBUILDING.COM

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: KAY LYN SCHWARTZ

Internal Address: GARDERE WYNNE SEWELL LLP

3000 THANKSGIVING TOWER

Street Address: 1601 FLM STREET

City: DALLAS

State: TEXAS Zip: 75201-4761

Phone Number: 214-999-4702

Fax Number: 214-999-3623

Email Address: IP@GARDERE.COM

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

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00**

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 07-0153

Authorized User Name KAY LYN SCHWARTZ

**9. Signature:**

Kay Lyn Schwartz  
Signature

11-08-07  
Date

KAY LYN SCHWARTZ  
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$165.00 070153 76280389

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (this "Agreement") is entered into effective as of October 29, 2007 by and between Steelbuilding.com, Inc., a Delaware corporation ("Steelbuilding") and NCI Group, Inc., a Nevada corporation (the "NCI Group").

WHEREAS, pursuant to a reorganization of the subsidiaries of NCI Building Systems, Inc., including Steelbuilding and NCI Group, Steelbuilding agreed to convey substantially all of its assets to NCI Group and NCI Group agreed to assume substantially all of Steelbuilding's liabilities. In order to evidence such conveyance and assumption, the parties desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits contained herein, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Steelbuilding does hereby BARGAIN, GRANT, SELL, CONVEY, TRANSFER, DELIVER and ASSIGN unto NCI Group all of the assets, rights and properties of Steelbuilding, other than the rights and assets of Steelbuilding set forth in that certain Sole Source of Supply Agreement, dated as of June 27, 2006, by and between Steelbuilding Europe A/S and Steelbuilding (the "Supply Agreement"), which shall be retained by Steelbuilding.

2. Assumption. NCI Group hereby expressly, unconditionally and irrevocably assumes and agrees to pay and discharge all liabilities of Steelbuilding, known or unknown, absolute or contingent other than the liabilities of Steelbuilding set forth in the Supply Agreement, which shall be retained by Steelbuilding.

3. Substitution and Release. Except for the Supply Agreement, NCI Group hereby agrees to succeed to and be substituted for Steelbuilding under all agreements Steelbuilding is currently named a party (the "Agreements") with the same effect as if NCI Group had been named as a party in place of Steelbuilding in the Agreements. NCI Group unconditionally and irrevocably releases Steelbuilding of all covenants, obligations and liabilities under the Agreements.

4. Further Assurances. At the request of NCI Group and without further consideration, Steelbuilding shall execute and deliver to NCI Group such other instruments of transfer, conveyance, assignment, substitution and confirmation and take such action as NCI Group may reasonably deem necessary or desirable in order more effectively to assign and convey to NCI Group and confirm NCI Group's title to all of the assets, rights and other things of value contemplated to be transferred to NCI Group pursuant to this Agreement, and to permit NCI Group to exercise all rights with respect thereto (including, without limitation, rights under any of the Agreements as to which the consent of any third party to the transfer thereof shall not have previously been obtained). At the request of Steelbuilding and without further consideration, NCI Group will execute and deliver to Steelbuilding all instruments, assumptions, novations, undertakings, substitutions or other documents and take such other action as

TRADEMARK

REEL: 003658 FRAME: 0163

Steelbuilding may reasonably deem necessary or desirable in order to have NCI Group fully and unconditionally assume and discharge the liabilities and obligations contemplated to be assumed by NCI Group under this Agreement, and to relieve Steelbuilding of any liability or obligation with respect thereto and evidence the same to third parties. Furthermore, each party, at the request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby.

5. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.** This Agreement shall inure to the benefit of Steelbuilding and NCI Group and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale, Assignment and Assumption Agreement to be executed by its duly authorized officer effective as of the date first above written.


STEELBUILDING.COM, INC.

By: Tom R. Moore  
Name: Tom R. Moore  
Title: Vice President & General Counsel

NCI GROUP, INC.

By: Tom R. Moore  
Name: Tom R. Moore  
Title: Vice President & General Counsel

**Steelbuilding.com, Inc.**  
Exhibit A

Mark:	Reg. No./ Serial No.
	76/280389
Design • Price • Buy Online	2644801
STEELBUILDING.COM THE FUTURE OF METAL BUILDINGS	76/280390
Design • Price • Buy Online	3227303
DESIGN • PRICE • BUY ONLINE	78/680792
STEELBUILDING.COM	78/734227

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City: HOUSTON

State: TEXAS

Country: USA Zip: 77064

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship NEVADA
- Other \_\_\_\_\_ 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)

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Expiration Date \_\_\_\_\_

b. Deposit Account Number 07-0153

Authorized User Name KAY LYN SCHWARTZ

**9. Signature:**

*Kaylyn Schwartz*  
Signature

11-08-07  
Date

KAY LYN SCHWARTZ  
Name of Person Signing

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

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