

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		11/11/2010	INC. ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rigid Global Buildings, L.L.C.		
Street Address:	700 Gemini Ave		
Internal Address:	STE 230		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77058		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2492144	PLATINUM SERIES	
CORRESPONDENCE DATA			
Fax Number:	(713)988-8846		
Phone:	713-988-5666 x105		
Email:	tlapus@lgcus.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Theodore Lapus		
Address Line 1:	5800 Ranchester		
Address Line 2:	STE 200		
Address Line 4:	Houston, TEXAS 77036		
ATTORNEY DOCKET NUMBER:	TM11010		
NAME OF SUBMITTER:	Theodore Lapus		

OP \$40.00 2492144

900202230

TRADEMARK
REEL: 004623 FRAME: 0818

Signature:	/tv/
Date:	09/15/2011
Total Attachments: 6 source=Bill of Sale - executed#page1.tif source=Bill of Sale - executed#page2.tif source=Bill of Sale - executed#page3.tif source=Bill of Sale - executed#page4.tif source=Bill of Sale - executed#page5.tif source=Bill of Sale - executed#page6.tif	

SECURED PARTY BILL OF SALE

SECURED PARTY BILL OF SALE, dated as of November 11, 2010 (this “Bill of Sale”), between Citibank, N.A., a national banking association, having an address at 388 Greenwich Street, New York, New York 10013, as assignee of Citicorp USA, Inc. (the “Seller”), and Rigid Global Buildings LLC, a Texas limited liability company, having an address at 700 Gemini Avenue, Suite 230, Houston, Texas 77058 (the “Buyer”). The Seller has a security interest in the Assets (as defined below) and, as a disposition of collateral by public sale pursuant to Article 9 of the Uniform Commercial Code, for \$10.00 and other valuable consideration received, the Seller does hereby sell, assign, transfer, and convey to the Buyer and its successors and assigns all right, title, and interest of the Seller, as of the date hereof, in and to the personal property described on Annex I attached hereto and made a part hereof (the “Assets”).

The Buyer acknowledges that the Seller is not in the business of selling assets similar to the Assets, is not a manufacturer, distributor, merchant or dealer of, in, or with respect to the Assets or similar property, and has the right to sell the Assets as a secured creditor under Article 9 of the Uniform Commercial Code. The Buyer further acknowledges that it is familiar with the Assets, has thoroughly examined and inspected the Assets, has satisfied itself as to the Assets’ existence, title, condition, possession, availability for quiet enjoyment, and quality, and has not in any way relied on any statements or representations made by the Seller, or any of its representatives, agents or advisors, as to the Assets, but has made the decision to purchase the Assets solely based on its own examination of the Assets and other related matters.

THE ASSETS ARE BEING SOLD “AS IS, WHERE IS, WITH ALL FAULTS,” WITHOUT REPRESENTATION OR WARRANTY BY THE SELLER, EXCEPT THAT THE SELLER REPRESENTS AND WARRANTS THAT (1) IT IS THE LEGAL AND BENEFICIAL OWNER OF SECURITY INTERESTS WHICH SECURE THE ASSETS AND (2) IT HAS NOT ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED SUCH SECURITY INTERESTS TO ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE FOREGOING REPRESENTATIONS AND WARRANTIES, THIS BILL OF SALE IS EXECUTED WITHOUT RECOURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESSED, IMPLIED, OR IMPOSED BY LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY PURPOSES, TITLE, POSSESSION OR QUIET ENJOYMENT.

The Buyer represents that (i) the Buyer has the authority and capacity to purchase the Assets pursuant to this Bill of Sale, (ii) the execution, delivery, and performance by the Buyer of this Bill of Sale have been duly and validly authorized by all necessary action on the part of the Buyer, (iii) this Bill of Sale, when executed and delivered by the Buyer, will be the valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms except as limited by bankruptcy, insolvency, moratorium, and other similar laws affecting creditors’ rights generally and by general principles of equity, whether considered in law or equity, (iv) the Buyer acknowledges and agrees that the Seller has made no promises, representations, or warranties of any kind with respect to this Bill of Sale or the Assets, (v) without limiting the generality of the foregoing, the Buyer acknowledges and agrees that the Seller’s relationship to Rigid Building Systems, Ltd. and Coil Mart, Ltd. (collectively, the “Debtors”) and the Assets is solely as a creditor in a debtor-creditor relationship, and that the

Seller has not managed or controlled the Debtors, their business or operations, or the Assets, (vi) the Buyer has made such inquiries of all aspects of this Bill of Sale and the Assets, including as to the condition, location, suitability, merchantability, fitness for use, title, and right to possession and quiet enjoyment of the Assets, as it deems appropriate, (vii) the Buyer acknowledges and affirms that before entering into this Bill of Sale, the Buyer has examined the Assets and the books and records of the Debtors as fully as it desired, (viii) before signing this Bill of Sale, (1) independent legal counsel for the Buyer fully explained the legal nature, potential applications, and ramifications of the provisions of this Bill of Sale to the Buyer and (2) the Buyer read and fully understood the terms and conditions of this Bill of Sale, (ix) the Seller shall have no liability in contract or in tort (including, without limitation, negligence) to the Buyer for incidental, indirect, special, or consequential damages, including loss of profits, revenue, data, or use, incurred by it in connection with the Assets, even if the Seller has been advised of the possibility of such damages, and (x) the Buyer has freely and voluntarily executed this Bill of Sale.

The Buyer shall pay all sales, transfer, or use taxes, if any, that will become due or are levied on account of the sale pursuant hereto, and the Buyer shall, without the necessity of the Seller having made any payment thereon, indemnify, defend, protect and hold harmless the Seller from and against any claims, costs, damages, expenses, and losses in connection with, related to, arising out of, or resulting from any such taxes.

This Bill of Sale constitutes the sole agreement of the parties to this Bill of Sale with respect to the subject matter hereof and supersedes all oral communications and prior writings with respect to the subject matter hereof.


This Bill of Sale may be executed in one or more counterparts, both of which shall be deemed an original, but together shall constitute one and the same instrument. This Bill of Sale may be executed and delivered by telecopier or other electronic means with the same force and effect as if the same was a fully executed and delivered original manual counterpart. This Bill of Sale shall be construed without regard to any rule of construction as to which party drafted this Bill of Sale. This Bill of Sale shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to conflict of laws principles.

The Seller hereby authorizes the Buyer to terminate, upon the receipt of all consideration payable to the Seller hereunder, all Uniform Commercial Code financing statements the Seller has filed against each of the Debtors.

IN WITNESS WHEREOF, each of the parties hereto has caused this Bill of Sale to be executed and delivered by its respective director or manager thereunto duly authorized, as of the date first set forth above.

SELLER:

CITIBANK, N.A., as assignee of
CITICORP USA, INC.

By: 
Ralph C. Palma
Director

BUYER:

RIGID GLOBAL BUILDINGS LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Bill of Sale to be executed and delivered by its respective director or manager thereunto duly authorized, as of the date first set forth above.

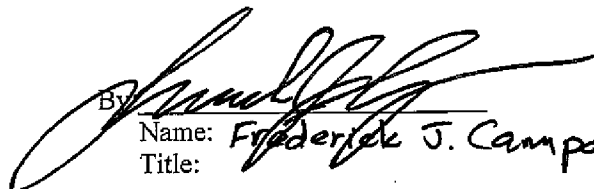
SELLER:

**CITIBANK, N.A., as assignee of
CITICORP USA, INC.**

By: _____
Ralph C. Palma
Director

BUYER:

RIGID GLOBAL BUILDINGS, LLC

By: 
Name: *Frederic J. Campana*
Title:

ANNEX I

The Assets shall consist of all of Rigid Building Systems, Ltd. and Coil Mart, Ltd.'s (collectively, the "Debtors") right, title and interest in and to all of their respective Receivables, Equipment, General Intangibles, Inventory, Investment Property, cash in bank accounts, security deposits and retainers, and all other personal property, wherever located, whether now owned or existing or hereafter acquired or created, and all additions and accessions thereto and substitutions and replacements therefor and improvements thereon, and all proceeds (whether in the form of cash or other property) and products thereof.

As used herein, the following capitalized terms have the following meanings:

Equipment. All machinery, equipment, furniture, fixtures, leasehold improvements, conveyors, tools, materials, storage and handling equipment, hydraulic presses, cutting equipment, computer equipment and hardware, including central processing units, terminals, drives, memory units, embedded computer programs and supporting information, printers, keyboards, screens, peripherals and input or output devices, molds, dies, stamps, and other equipment of every kind and nature and wherever situated now or hereafter owned by the Debtors or in which the Debtors may have any interest as lessee or otherwise (to the extent of such interest), together with all additions and accessions thereto, all replacements and all accessories and parts therefor, all manuals, blueprints, know-how, warranties and records in connection therewith and all rights against suppliers, warrantors, manufacturers, and sellers or others in connection therewith, together with all substitutes for any of the foregoing.

Finished Goods Not Ready for Shipment. Goods comprising completed orders other than those that are ready for shipment and located on trailers.

Finished Goods Ready for Shipment. Goods comprising completed orders that are ready for shipment and located on trailers.

General Intangibles. All present and future general intangibles as defined in the Uniform Commercial Code including, without limitation, documents, certificates, patents, patent applications, copyrights (registered and unregistered), licenses, permits, franchise rights, authorizations, customer and supplier lists, rights of indemnification, contribution and subrogation, leases, computer tapes, programs, discs and software, trade secrets, computer service contracts, trademarks, trade names, service marks, service names, domain names, logos, goodwill, deposits, causes of action (including, without limitation, commercial tort claims), designs, blueprints, plans, know-how, drafts, acceptances, letters of credit, book accounts, deposit and other accounts and all money, balances, credits, deposits or other financial assets therein or represented thereby, credits and reserves and all forms of obligations whatsoever owing, instruments, documents of title, leasehold rights in any goods, and books, ledgers, files and records with respect to any collateral or security.

Inventory. All present and future goods or products intended for sale, lease or other disposition including, without limitation, all raw materials, WIP, Finished Goods Ready for Shipment and Finished Goods Not Ready for Shipment and other retail inventory, goods or products in the possession of outside processors or other third parties, consigned goods or products (to the extent of the consignee's interest therein), materials and supplies of any kind, nature or description which are or might be used in connection with the manufacture, packing, shipping, advertising,

selling or finishing of any such goods or products, all documents of title or documents representing the same and all records, files and writings with respect thereto.

Investment Property. All present and future investment property, including, without limitation, all (i) securities, whether certificated or uncertificated, and including stocks, bonds, debentures, notes, bills, certificates, warrants, options, rights and shares, (ii) security entitlements, (iii) securities accounts, (iv) commodity contracts, (v) commodity accounts and (vi) dividends and other distributions in respect of any of the foregoing.

Receivables. All present and future accounts, contracts, contract rights, promissory notes, chattel paper, tax refunds, rights to receive tax refunds, rights to receive payments under bonds and insurance policies (including, without limitation, claims under health care insurance policies), insurance proceeds, royalties, claims against third parties of every kind or nature, and rights to receive payments under letters of credit, together with all supporting obligations and all right, title, security and guaranties with respect to any of the foregoing, including any right of stoppage in transit.

WIP. Work-in-process consisting of inventory other than raw materials, Finished Goods Ready for Shipment and Finished Goods Not Ready for Shipment.