

05-23-2001



FORM PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (EXP. 5/31/2002)

101725929

U.S. DEPARTMENT OF COMMERCE U.S. PATENT AND TRADEMARK OFFICE

Attorney Docket No.: 118748-3

MAY 17 2001

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Stimsonite Corporation
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Additional name(s) of conveying party(ies) attached? yes no

Handwritten: MED 5-17-01

2. Name and Address of receiving party(ies):
Name: Ennis Paint, Inc.
Internal Address
Street Address: 1509 Kaufman
City: Ennis State: TX Zip 75120
Individual(s) Citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Texas
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: yes [X] no
(Designations must be a separate document from assignment)
Additional name(s) and address(es) attached? yes [X] no

3. Nature of Conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: May 11, 2001

4. Application number(s) or registration number(s).
A. Trademark Application No.(s)
Additional numbers attached? Yes No

B. Trademark Registration No.(s) 2260255, 2176479 and 2289933
Additional numbers attached? Yes [X] No

Handwritten: QOE

5. Name and address of party to whom correspondence concerning Document should be mailed:
Name: Thomas C. Wright
Gardere Wynne Sewell LLP
Address: 1601 Elm Street, Suite 3000
City: Dallas
State: Texas Zip: 75201-4761

6. Total number of applications and registrations involved: 3
6. Total Fee (37 CFR 3.41).....\$ 90.00
7. \$90.00 Enclosed
X Authorized to charge to deposit account if deficient.
8. Deposit Account No: 07-0153
(Attach duplicate copy if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Thomas C. Wright
Printed Name of Person Signing

Handwritten signature of Thomas C. Wright

May 17, 2001
Date

Total Number of Pages Including Cover Sheet, Attachments and Document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made as of May 11, 2001, by Stimsonite Corporation, a Delaware corporation, the principal place of business of which is located at 150 North Orange Grove Blvd., Pasadena, CA 91103 ("Assignor"), for the benefit of Ennis Paint, Inc., a Texas corporation, the principal place of business of which is located at 1509 Kaufman, Ennis, Texas 75120 ("Assignee").

RECITALS

WHEREAS, Assignor has adopted and used in the United States and owns all rights, title and interest in and to the trademarks and service marks identified on Schedule A attached hereto, and has registered the marks with the United States Patent and Trademark Office (the "Assigned Marks"); and

WHEREAS, Assignor desires to transfer and assign the entire rights, title and interest in and to the Assigned Marks, together with the goodwill of the business pertaining thereto, to Assignee; and

WHEREAS, Assignee desires to acquire all Assignor's rights, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire rights, title and interest in and to the Assigned Marks, and any and all United States registrations and applications therefor, including, but not limited to, the registrations described in Schedule A, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration of the Assigned Marks may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties and claims for damages and for payments now and hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of the Assigned Marks, and in and to all rights corresponding to the foregoing throughout the world for Assignee's own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.


Assignor warrants that it has the full right and power to make this Assignment of the Assigned Trademarks, the Assigned Trademarks are valid, subsisting and enforceable and Assignor has made no previous assignment, transfer or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Assigned Marks.

Assignor agrees to execute all papers and to perform such other proper acts as said Assignee may deem necessary to effect the transfer and recording of the Assigned Marks.

This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns. The interpretation, construction and performance of this Assignment shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned has executed this Assignment to be effective as of the date first above written.

STIMSONITE CORPORATION

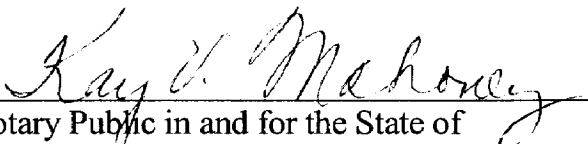
By: 
Name: Alan P. Tsuma
Title: Attorney-in-Fact

STATE OF TEXAS

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§
§

COUNTY OF DALLAS

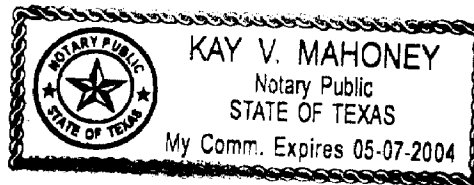
On this 11th day of May, 2001, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Alan P. Tsuma, known by me to be the person of the above name, who signed the foregoing instrument in his capacity as Attorney-in-Fact of Stimsonite Corporation, a Delaware corporation, and acknowledged the same to be the free act and deed of said corporation.


Notary Public in and for the State of

TEXAS

KAY V MAHONEY
Typed or Printed Name of Notary

My Commission Expires: _____



SCHEDULE A

Mark	Reg. No.	Reg. Date	Class	Goods/Services
"Aqualite"	2260255	7-13-99	IC 017	Thermoplastic pavement marking tape.
"Thinline"	2176479	7-28-98	IC 017	Thermoplastic pavement marking materials, namely, markings of sprayable or extruded molten plastic and resins.
"Permaline"	2289933	11-2-99	IC 017	Thermoplastic, material formulated for spray or extrusion application, for use in pavement marking.