

12-20-2001

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



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

101922313

Attorney Docket No.: 118748-6001

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

1. Name of conveying party(ies):
Avery Dennison Corporation
 ___ Individual(s) ___ Association
 ___ General Partnership ___ Limited Partnership
 Corporation-State California
 ___ Other _____
 Additional name(s) of conveying party(ies) attached? ___ yes ___ no

2. Name and Address of receiving party(ies):
 Name: **Ennis Paint, Inc.**
 Internal Address **12-18-01**
 Street Address: **1509 Kaufman**
 City: **Ennis** State: **TX** Zip **75120**
 ___ Individual(s) Citizenship _____
 ___ Association _____
 ___ General Partnership _____
 ___ Limited Partnership _____
 Corporation-State **Texas**
 ___ Other _____
 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)
 Additional name(s) and address(es) attached? ___ yes no

3. Nature of Conveyance:
 ___ Assignment ___ Merger
 ___ Security Agreement ___ Change of Name
 Other Correction of Assignment located at reel 002301, frame 0074
 Execution Date: November 28, 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 No

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**
 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 _____ December 7, 2001
 Printed Name of Person Signing Signature Date

Total Number of Pages Including Cover Sheet, Attachments and Document: 4

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

12/19/2001 DBYRNE 00000181 2260255

01 FC:481
02 FC:482
DALLAS 1083357v1

40.00 OP
50.00 OP

TRADEMARK
REEL: 002410 FRAME: 0196

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made as of September 25, 2001, by Avery Dennison 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 on November 28, 2001 to be effective as of the date first above written.

EVERY DENNISON CORPORATION

By: *R. P. Randall*
Name: R. P. Randall
Title: Vice President, Associate General Counsel & Assistant Secretary

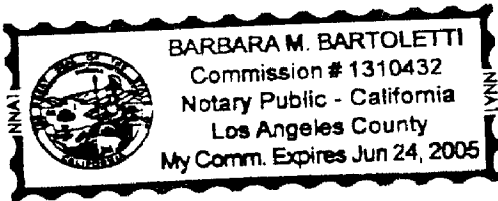
STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

On this 28th day of November, 2001, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Richard P. Randall, known by me to be the person of the above name, who signed the foregoing instrument in his capacity as Vice President of Avery Dennison Corporation, a Delaware corporation, and acknowledged the same to be the free act and deed of said corporation.

Barbara M. Bartoletti
Notary Public in and for the State of California

Barbara Bartoletti
Typed or Printed Name of Notary

My Commission Expires: 6/24/2005



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.