

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY U.S. Patent and Trademark Office

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

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

1 Name of conveying party(ies):
CATAPHOTE, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Delaware
 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 _____

Street Address: 1509 South 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) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 2/28/2003
Effective Date: 3/3/2003

4. Application number(s) or patent number(s):

A. Trademark Application Nos (s)

B. Trademark Registration No (s)

677,591
938,500
2,004,436
2,336,578
2,447,560

Additional numbers attached? Yes No

5 Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason R. Fulmer Phone 214-999-4487
Internal Address FAX: 214-999-4667

Gardere Wynne Sewell LLP

Street Address: 1601 Elm Street, Suite 3000

City: Dallas State: TX ZIP 75120

6 Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

Enclosed
 Authorized to be charged to deposit account.

8. Deposit account number:
07-0153

(Attach duplicate copy of this page 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.

Jason R. Fulmer _____ March 25, 2003
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 Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks, dated as of March 3, 2003, is by Cataphote, Inc., a Delaware corporation, the principal place of business of which is located at 1001 Underwood Drive, Jackson, Mississippi 39225-2369 ("Assignor"), for the benefit of Ennis Paint, Inc., a Texas corporation, the principal place of business of which is located at 1509 S. Kaufman, Ennis, Texas 75120 ("Assignee").

RECITALS

WHEREAS, Assignor has adopted and used in the United States and owns all right, title and interest in and to the trademarks and service marks identified on Annex A attached hereto, including, but not limited to the registrations and applications therefor on file with the United States Patent and Trademark Office described in Annex A (the "Assigned Marks"); and

WHEREAS, Assignor desires to transfer and assign the entire right, 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 right, title and interest in and to the Assigned Marks; and

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 right, 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 Annex 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 Marks, the registrations of the Assigned Marks 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 may be reasonably necessary to effect the transfer and recording of the Assigned Marks, at Assignee's expense.

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.

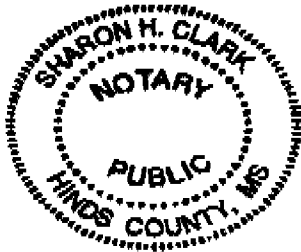
IN WITNESS WHEREOF, the undersigned has executed this Assignment to be effective as of the date first above written.

CATAPHOTE, INC.

By: *Vincent R. Gurzo*
Vincent R. Gurzo
President and Chief Executive Officer

STATE OF Mississippi §
COUNTY OF Hinds §

On this 28th day of February, 2003, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Vincent R. Gurzo known by me to be the person of the above name, who signed the foregoing instrument in his capacity as President and Chief Executive Officer of Cataphote, Inc., a Delaware corporation, and acknowledged the same to be the free act and deed of said corporation.



Sharon H. Clark
Notary Public in and for the State of Mississippi

Sharon H. Clark
Typed or Printed Name of Notary

My Commission Expires: _____

Notary Public State of Mississippi At Large
My Commission Expires: October 27, 2005
Bonded Thru Berkshire Bonding and Insurance, Inc.

ANNEX A

Mark	Reg. No.	Reg. Date
3D THERMO	2,336,578	03/28/2000
THERMO-QUIK	2,004,436	10/01/1996
CATATHERM (stylized)	677,591	04/28/1959
EVER-BRITE	2,447,560	05/01/2001
CAT-A-QUIK	938,500	07/25/1972