

9/2/03

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

102540549

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

1. Name of conveying party(ies):
Lafarge Road Marking, Inc.

Individual Association
 General Partnership Limited Partnership
 Corporation-State
 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 _____
 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: 06/18/2003

Execution Date: _____

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

A. Trademark Application No.(s)
See attached Schedule A

B. Trademark Registration No.(s)
See attached Schedule B

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 17

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

Name: Gardere Wynne Sewell LLP
 Internal Address Jason R. Fulmer

Street Address: Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000

City Dallas State TX ZIP 75201

7. Total fee (37 CFR 3.41) \$440.00


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, Reg. No. 46,715  August 28, 2003
 Name of Person Signing Signature Date

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

09/02/2003 LINDSEY 00000059 73467654

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

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TRADEMARK REEL: 002816 FRAME: 0418

SCHEDULE A

Trademark Application Nos.

Serial No.	Filed	Mark
76/351,777	12/20/01	SAHARA WATERMIX
78/059,597	04/20/01	SAHARA
76/355,992	01/07/02	SAHARA
76/351,778	12/20/01	SAHARA WATERDRY
76/342,413	11/28/01	SCHOOL SAFE
76/337,995	11/14/01	COLORLINES
76,359,028	01/15/02	SAHARA SAND
78/154,999	08/16/02	SCHOOLSAFE
78/202,470	01/13/03	TREE HUGGER

SCHEDULE B

Trademark Registration Nos.

Serial No.	Filed	Reg. No.	Registered	Mark
75/467,654	04/14/98	2359163	06/20/00	HOT PLASTIX
75/382,646	10/31/97	2252824	06/15/99	THERMALINE & DESIGN
75/463,971	04/07/98	2307061	01/11/00	PLASTIX
76/236,249	04/05/01	2549836	03/19/02	PROFESSIONAL 5 SERIES
75/465,137	04/09/98	2238947	04/13/99	PRISMOLINE
72/134,899	12/29/61	753203	07/23/63	NITE-LINE & DESIGN
72/217,655	04/29/65	807757	05/03/66	NITE-LINER
71/418,612	04/22/39	371240	09/19/39	LIFELINE & DESIGN

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), dated as of June 18, 2003, is by Lafarge Road Marking, Inc., a Delaware corporation, the principal place of business of which is located at 400 Lanidex Plaza, Parsippany, New Jersey 07054 ("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"). This Agreement is being executed and delivered pursuant to the terms of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of even date herewith, by and between Seller and Purchaser.

RECITALS

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer and assign to Assignee all of Assignor's 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"), together with the goodwill of the business pertaining thereto, to Assignee; and

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to acquire all of Assignor's right, title and interest in and to the Assigned Marks; and

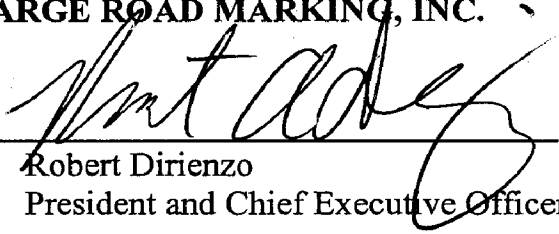
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, and any and all United States registrations 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.

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

LAFARGE ROAD MARKING, INC.

By: _____


Robert Dirienzo
President and Chief Executive Officer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 18th day of June, 2003, before me, a Notary Public, in and for the State and County aforesaid, personally appeared Robert Dirienzo 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 Lafarge Road Marking, Inc., a Delaware corporation, and acknowledged the same to be the free act and deed of said corporation.

Notary Public

EXHIBT A**Assigned Marks**

Docket	Status	Serial No.	Filed	Reg. No.	Registered	Mark
13011	Issu	75/467654	04/14/98	2359163	06/20/00	HOT PLASTIX
13017	Issu	75/382646	10/31/97	2252824	06/15/99	THERMALINE & DESIGN
13004	Issu	75/463971	04/07/98	2307061	01/11/00	PLASTIX
13002	Issu	76/236249	04/05/01	2549836	03/19/02	PROFESSIONAL 5 SERIES
13022	Issu	75/465137	04/09/98	2238947	04/13/99	PRISMOLINE
12997	Pend	76/351777	12/20/01			SAHARA WATERMIX
13001	Pend	78/059597	04/20/01			SAHARA
13000	Pend	76/355992	01/07/02			SAHARA
12998	Pend	76/351778	12/20/01			SAHARA WATERDRY
12996	Pend	76/342413	11/28/01			SCHOOL SAFE
12991	Pend	76/337995	11/14/01			COLORLINES
12999	Pend	76/359028	01/15/02			SAHARA SAND
14242	Pend	78/154999	08/16/02			SCHOOLS SAFE
14682	Pend	78/202470	01/13/03			TREE HUGGER
13015	Rnwd	72/134899	12/29/61	753203	07/23/63	NITE-LINE & DESIGN
13033CA	Rnwd	231917	08/04/55	TMA102848	03/09/56	LIFELINE & DESIGN
13019	Rnwd	72/217655	04/29/65	807757	05/03/66	NITE-LINER
13006	Rnwd	71/418612	04/22/39	371240	09/19/39	LIFELINE & DESIGN