

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Signtech, Inc.		03/12/1993	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	Signtech USA, LTD.
Street Address:	105 S. St. Mary's Street
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78205
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1298368	FLEXFACE

CORRESPONDENCE DATA	
Fax Number:	(954)463-2030
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(954) 468-7879
Email:	don.showalter@hkllaw.com
Correspondent Name:	Donald S. Showalter
Address Line 1:	One East Broward Bopulevard
Address Line 2:	Suite 1300
Address Line 4:	Fort Lauderdale, FLORIDA 33301

ATTORNEY DOCKET NUMBER:	617705.00083
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NAME OF SUBMITTER:	Donald S. Showalter
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Total Attachments: 6
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BILL OF SALE AND ASSIGNMENT

THIS AGREEMENT made effective the 12th day of March,
1993.

BETWEEN:

ERNST & YOUNG INC., in its capacity as Receiver of Signtech
Inc.

(hereinafter called the "Vendor")

OF THE FIRST PART

- and -

SIGANTECH USA, LTD. a Texas limited partnership, formerly
named Gandy Enterprises Ltd., by its general partner **GANDY
GROUP, INC.**

(hereinafter called the "Purchaser")

OF THE SECOND PART

1.0 **RECITALS**

1.1 NBD Bank, Canada (the "Bank") appointed the Vendor as receiver of
Signtech Inc. on November 28, 1992.

1.2 NBD Bank, N.A., the Bank, the Purchaser and Signtech USA, Inc.
("USA") have entered into a Foreclosure Sale Agreement dated as of March 11, 1993
(the "Purchase Agreement") pursuant to which, among other things, the Purchaser has

agreed to purchase from the Vendor certain assets of Signtech Inc. as more particularly described in Schedule "A" annexed hereto (the "Assets").

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do covenant and agree as follows:

2.0 WARRANTIES

2.1 The Purchaser and the Vendor warrant each to the other that the recitals are true in substance and in fact.

3.0 SALE OF ASSETS

3.1 The Vendor hereby sells, assigns and transfers to the Purchaser and to the uses of the Purchaser, all of the right, title and interest of Signtech Inc., if any, in and to the Assets subject to section 3.2 hereof.

3.2 The Assets are being sold to the Purchaser by the Vendor on an "as is, where is" basis as they shall exist on the date hereof. The Purchaser has conducted such inspections of the condition of the Assets and such investigations of the title of

Signtech Inc. thereto as it deemed appropriate and has satisfied itself concerning those matters. No representations, warranties or conditions, either express or implied, have been or will be given by the Vendor as to the title, description, condition, cost, size, quantity, quality, fitness for purpose, merchantability, or otherwise of or concerning the Assets or the right of the Vendor to sell same. Without limiting the foregoing, any and all conditions, warranties or representations express or implied pursuant to the Sale of Goods Act of Ontario do not apply hereto and have been waived by the Purchaser. The description of the Purchased Assets contained herein is for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the accuracy of that description.

3.3 The Vendor and the Bank hereby remise, release and forever discharge to the Purchaser all of their claims and demands whatsoever upon the Assets.

4.0 TAXES

4.1 The Purchaser shall pay all applicable federal and provincial taxes exigible in connection with the purchase and sale of the Assets including, without limitation, federal goods and services tax and Ontario retail sales tax. The Purchaser hereby agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of applicable sales taxes including any liability or costs incurred as a result of any failure to pay such taxes when due.

5.0 MISCELLANEOUS

5.1 This indenture and all of its provisions shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

5.2 This indenture shall be governed by and construed in accordance with the laws of the Province of Ontario.

5.3 This indenture may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this indenture as of the day and year first above written.

ERNST & YOUNG INC., in its capacity
as Receiver of Signtech Inc.

Per: *Raymond Scott*
Senior Vice President

SIGNTECH USA, LTD., a Texas limited
partnership, formerly named Gandy
Enterprises, Ltd, by its general partner
GANDY GROUP, INC.

Per: *H. S. Brandy*
President
Per: *Patrick Schmidt*

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SCHEDULE 'A'

1. All patents and trademarks of Sigttech Inc. including those described in Schedule 'B';
2. All accounts receivable of Sigttech Inc. uncollected by Sigttech, the Receiver or the Trustee as of the close of business on February 1, 1993 save and except all receivables owing by USA to Sigttech Inc. which are not being conveyed to the Purchaser;
3. All other assets of Sigttech Inc., if any, save and except the shares of USA.

SCHEDULE "B"

Patents

Patent No.

Title of Invention

1,105,171
1,155,457
1,160,048
1,172,448
1,240,149
1,255,569

Illuminated sign
Illuminated sign assembly
Illuminatable sign
sign
sign
Illuminated awning assembly

Patent Application
Number

Title of Invention

2,011,572

sign assembly

Trade-marks

COLORTRAC
DESIGN MARK (TMA279,879)
DESIGN MARK (TMA279,880)
FACE-FLEX
FLEX-FACE
FLEXFACE HIGHGRADE
FLEXLIGHT
GLASSKOTE
PERMANAR
PLASTIPRINT
SIGNTECH