

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TMT - Pathway, L.L.C.		12/08/2005	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Ennis Paint, Inc.
<b>Street Address:</b>	1509 S. Kaufman
<b>City:</b>	Ennis
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75120
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2368870	TMT-PATHWAY
Registration Number:	2038597	MORLINE
Registration Number:	2628832	WEATHER LINE
Registration Number:	1508744	DURA- STRIPE
Registration Number:	1565503	TMT
Registration Number:	1711016	NORLINE
Registration Number:	1700076	DURA-LINE

**CORRESPONDENCE DATA**

**Fax Number:** (214)999-3623  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 214-999-4682  
**Email:** ip@gardere.com, lhemphill@gardere.com  
**Correspondent Name:** Gardere Wynne Sewell/Lisa R. Hemphill  
**Address Line 1:** 1601 Elm Street

CH \$190.00 2368870

Address Line 2: Suite 3000  
Address Line 4: Dallas, TEXAS 75201-4761

ATTORNEY DOCKET NUMBER:	118748-6
NAME OF SUBMITTER:	Lisa R. Hemphill
Signature:	/Lisa R. Hemphill/
Date:	12/29/2005

**Total Attachments: 5**  
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**GENERAL ASSIGNMENT OF TRADEMARKS**

*Effective as of December 8 , 2005*

**WHEREAS**, TMT-PATHWAY L.L.C., a Delaware limited liability company ("**Assignor**"), is the owner of, or has the right to assign, the registrations for the marks shown on Schedule A; and

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**") between Assignor and ENNIS PAINT, INC. (hereinafter "**Assignee**"), a Texas corporation, Assignee is desirous of acquiring such marks and the registrations thereof;

**NOW THEREFORE**, for good and valuable consideration, receipt of which is acknowledged and pursuant to the terms and conditions set forth in the Purchase Agreement, Assignor hereby assigns to Assignee, all its right, title and interest in and to the marks shown on Schedule A (hereinafter the "**Trademarks**"), including the right to file applications for registrations of any rights assigned under this General Assignment of Trademarks (this "**Assignment**") together with the goodwill attached to and symbolized by the Trademarks, but no other or greater goodwill. Assignee, by acceptance hereof, recognizes that this Assignment is subject to the agreements, licenses and limitations which Assignor has disclosed to it and further recognizes that it is solely responsible for drafting, filing or recording of any documents necessary to effect or complete the transfer, any continuing prosecution or maintenance of the marks or registrations, and incurring and paying any expenses and fees, including but not limited to legal and government fees and stamp duty.

Capitalized terms used in this Assignment and not defined herein shall have the meaning given them in the Purchase Agreement. Assignor agrees to cooperate, at the request and at the expense of Assignee, with the recordal of this assignment of the Trademarks by executing such documents as are reasonably required by the Assignee in a form acceptable to Assignor, which documents shall be submitted to Assignor within six (6) months after the date hereof or within such reasonable time thereafter as agreed upon by Assignor and Assignee.

Notwithstanding anything to the contrary contained in this Assignment, to the extent that any property or property right that would be transferred or assigned by this document but for the fact that it is not assignable or transferable without the consent, approval, authorization, license, waiver or other act of any third party (including a government or governmental unit), this Assignment shall not constitute an assignment or transfer, or an attempted assignment or transfer, if such assignment or transfer or attempted assignment or transfer would constitute a breach of any obligation to such third party or a violation of any law, decree, order, regulation or other governmental edict.

ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THAT THE SOLE REMEDIES AVAILABLE TO THEM UNDER THIS ASSIGNMENT AND THE PURCHASE AGREEMENT ARE SET FORTH IN THE PURCHASE AGREEMENT. EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH IN ARTICLE IV OF THE PURCHASE AGREEMENT, THE PARTIES HEREBY AGREE THAT THE TRADEMARKS ARE BEING SOLD AND TRANSFERRED ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS

AND DEFECTS, AND HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, AS TO ANY MATTERS CONCERNING THE TRADEMARKS, THE OTHER ASSETS OR THE BUSINESS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THE PHYSICAL CONDITION OF THE TRADEMARKS AND OTHER ASSETS AND ANY DEFECTS THEREOF, AND ASSIGNEE HEREBY WAIVES, RELINQUISHES AND RELEASES ASSIGOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING FEES AND EXPENSES OF COUNSEL) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT ASSIGNEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST ASSIGNOR BY REASON OF ANY OF THE FOREGOING MATTERS. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE OR EXEMPLARY DAMAGES ALLEGED TO HAVE RESULTED FROM A BREACH BY ANY PARTY OF ANY PROVISION OF THE PURCHASE AGREEMENT OR THIS ASSIGNMENT OR THE OTHER SELLER ANCILLARY DOCUMENTS OR RELATED HERETO OR THERETO, AND IN NO EVENT SHALL AN ARBITRATOR BE ABLE TO AWARD ANY SUCH DAMAGES.

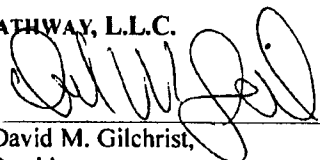
This Assignment shall be construed in accordance with the laws of the State of Texas (except for its principles governing conflicts of laws). If any dispute arises between the parties arising out of or related to this Assignment, such dispute shall be resolved in the manner described in Section 11.8 and 11.10 of the Purchase Agreement.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

**ASSIGNOR**

**TMT-PATHWAY, L.L.C.**

By: \_\_\_\_\_

  
David M. Gilchrist,  
President

**ASSIGNEE**

**ENNIS PAINT, INC.**

By: \_\_\_\_\_

W. Bryce Anderson,  
Chairman of the Board

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**TMT-PATHWAY, L.L.C.**

By:

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President

**ASSIGNEE**

**ENNIS PAINT, INC.**

By:

\_\_\_\_\_  
*W. Bryce Anderson*  
W. Bryce Anderson,  
Chairman of the Board

**SCHEDULE A**

<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
US	TMT-PATHWAY	75809643	2368870	07/18/2000
US	MORLINE	75048017	2038597	02/18/1997
CA	NORLINE	699,651	TMA404,038	06/25/1993
US	WEATHER LINE	75923502	2628832	10/01/2002
US	DURA-STRIPE	73712049	1508744	10/18/1988
US	TMT	73774176	1565503	11/14/1989
MX	DURA-LINE	134460	425,041	11/09/1992
US	NORLINE	74226448	1711016	09/01/1992
US	DURA-LINE	74201893	1700076	07/14/1992