TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reichhold, Inc.		04/29/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2344045	HPS
Registration Number:	3267546	INNOVATIVE PERFORMANCE SYSTEMS
Registration Number:	3278494	REFINING ROADS REDEFINING TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: (214)999-3623

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-999-4487

Email: ip@gardere.com, kschwartz@gardere.com,

jfulmer@gardere.com

Correspondent Name: Gardere Wynne Sewell LLP/Jason R. Fulmer

Address Line 1: 1601 Elm Street, Suite 3000 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 118748-3070

NAME OF SUBMITTER: Jason R. Fulmer

TRADEMARK REEL: 004182 FRAME: 0505 OP \$90,00 234404

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Signature:	/Jason R. Fulmer/	
Date:	04/08/2010	
Total Attachments: 4 source=Ennis-Reichhold trademark assignments	nent#page2.tif nent#page3.tif	

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") effective as of April 29, 2009 (the "Effective Date"), is by and between REICHHOLD, INC., a Delaware Corporation, with an address of 2400 Ellis Road, Durham, North Carolina ("Assignor"), and ENNIS PAINT, INC., a Texas Corporation, with an address of 1509 S. Kaufman, Ennis, Texas 75120 ("Assignee"). Assignor and Assignee are sometimes referenced individually as a "Party" and referenced collectively as the "Parties."

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, service marks and trademark registrations set forth in EXHIBIT A incorporated herein by reference, together with all goodwill associated therewith (hereinafter, collectively the "Marks"); and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Marks to Assignee, and Assignee desires to acquire all of Assignor's rights, title and interest in, to, and under the Marks pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. <u>ASSIGNMENT</u>.

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's rights, title and interest in, to, and under, the Marks together with the goodwill associated therewith, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Marks. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. <u>RECORDALS/FURTHER ASSURANCES.</u>

Assignee shall record this Assignment with the United States Patent and Trademark Office with respect to the United States federal trademark registrations set forth in **EXHIBIT A**. Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee all rights in and to the Marks as provided herein.

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3. ORIGINALS/COUNTERPARTS.

This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

REICHHOLD, INC.

Printed Name: Edward R. Leydor

Title: General Counsel

Date: April 29, 2009

HORTH
THE STATE OF CAROLINA
COUNTY OF WAKE

EDWARD R. LEYEMA known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of REICHHOLD, INC., and that he executed the same as the act of REICHHOLD, INC. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of April, 2009.

[SEAL]

JOAN M GRACE Notary Public Wake County State of North Carolina My Commission Expires Nov 6, 2009 NOTARY PUBLIC, STATE OF NORTH CAROLINA

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ENNIS I	'AINT, INC.	
Ву:	<u> </u>	
Printed N	fame: <u>049357004670</u>	MICKLAS
Title:	are)	unnannon Alika-
Data	4/5-/10	

THE STATE OF TEXAS \$

COUNTY OF DALLAS \$

ChristophoBEFORE ME, the undersigned, a Notary Public, on this day personally appeared foregoing instrument and acknowledged to me that the same was the act of ENNIS PAINT, INC. and that he executed the same as the act of ENNIS PAINT, INC. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of April, 2009.

[SEAL]

TARA H. SCARSER Notary Public. State of Texas My Commission Explices November 26, 2012 NOTARY PUBLIC, STATE OF TEXAS

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EXHIBIT A

Trademarks/Service Marks

HPS INNOVATIVE PERFORMANCE SYSTEMS REFINING ROADS REDEFINING TECHNOLOGY

U.S. Federal Trademark Registrations

Mark	Serial No.	Filing Date	Registration Number	Registration Date	Goods/Services
HPS	75/445,634	03/06/1998	2,344,045	04/18/2000	Epoxy resins for use in the application of traffic stripes for pavement marking
INNOVATIVE PERFORMANCE SYSTEMS	77/016,827	10/9/2006	3,267,546	07/24/2007	Epoxy resins
REFINING ROADS REDEFINING TECHNOLOGY	77/012,216	10/03/2006	3,278,494	08/14/2007	Epoxy resins

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RECORDED: 04/08/2010