

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ennis Paint, Inc.		12/06/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	P.O. Box 650282
Internal Address:	Commerical Lending Services, M/C 6514
City:	Dallas
State/Country:	TEXAS
Postal Code:	75265-0282
Entity Type:	National Banking Association: UNITED STATES

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)745-5390
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214.745.5400
 Email: docket@winstead.com
 Correspondent Name: Winstead Sechrest & Minick P.C.
 Address Line 1: P.O. Box 50784

CH \$190.00 2368870

Address Line 2: Ross Spencer Garsson
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	471-3134-806
NAME OF SUBMITTER:	Ross Spencer Garsson
Signature:	/Ross Spencer Garsson/
Date:	02/13/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of December 6, 2005, by ENNIS PAINT, INC., a Texas corporation ("Debtor"), in favor of COMERICA BANK ("Secured Party").

RECITALS:

A. Pursuant to the Second Restated Credit Agreement dated as of December 6, 2005 (as the same may be amended, restated or modified from time to time, the "Credit Agreement"), between Debtor, Ennis Industries Group, L.P., Ennis Steel Industries, Inc. and Shawnee Steel Company (collectively "Borrowers") and Secured Party, Secured Party has extended a commitment to make Loans (as defined in the Credit Agreement) and make financial accommodations to Borrowers.

B. Borrowers have previously executed and delivered the Restated Security Agreement dated as of March 30, 2002 (as the same may be amended, restated or modified from time to time, the "Security Agreement").

C. As a condition to the making of the Loans under the Credit Agreement and the extension of financial accommodations, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

D. Debtor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make Loans pursuant to the Credit Agreement and to make financial accommodations to Borrowers, Debtor agrees, for the benefit of Secured Party as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Trademark License" means any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter acquired by Debtor: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (b) all reissues,

extensions, and renewals thereof; (c) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, for its benefit, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Schedule 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Schedule 2; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Schedule 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party and each other Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ENNIS PAINT, INC.

By: WB Anderson
Name: W B ANDERSON
Title: CHAIRMAN

COMERICA BANK

By: _____
Mary Jane Anderson
Vice President – Texas Division

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ENNIS PAINT, INC.

By: _____
Name: _____
Title: _____

COMERICA BANK

By: Mary Jane Anderson
Mary Jane Anderson
Vice President – Texas Division

Schedule 1
Registered Trademarks

Trademark	Serial No.	Registration No.	Registration Date	Country
TMT-PATHWAY	75809643	2368870	7/18/2000	US
MORLINE	75048017	2038597	2/18/1997	US
WEATHER LINE	75923502	2628832	10/1/2002	US
DURA-STRIPE	73712049	1508744	10/18/1988	US
TMT	73774176	1565503	11/14/1989	US
NORLINE	74226448	1711016	9/1/1992	US
DURA-LINE	74201893	1700076	7/14/1992	US

Schedule 1
Trademark Applications

None