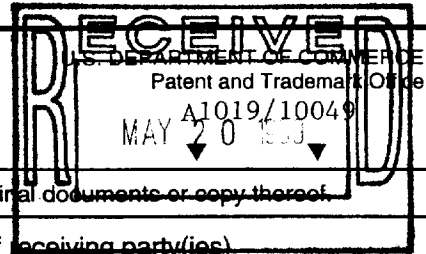


RECORDATION FORM COVER SHEET

TRADEMARKS ONLY



Tab settings  $\Rightarrow \Rightarrow \Rightarrow$  mtd  $\nabla$  5.20.99  $\nabla$

To the Honorable Commissione

05-27-1999

the attached original documents or copy thereof.

1. Name of conveying party(ies):

AEP Industries, Inc.



and address of receiving party(ies)

Applied Extrusion Technologies Inc.

101047479

Address:

Street Address: 3 Centennial Drive

City: Peabody State: MA ZIP: 01960

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 30, 1999

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

SEE ATTACHED EXHIBIT A

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

U.S. REGISTRATION NOS. IDENTIFIED IN EXHIBIT A OF ATTACHED ASSIGNMENT

Additional numbers attached?  Yes  No SEE ATTACHED FOR NOS.

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

Name:

Internal Address: CAESAR, RIVISE, BERNSTEIN, COHEN & POKOTILOV, LTD. 12th FLOOR • SEVEN PENN CENTER 1635 MARKET STREET PHILADELPHIA, PA. 19103-2212

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-0075

(Attach duplicate copy of this page if paying by deposit account)

05/24/1999 11:11:11 00000130 030075 1838424

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 75.00 CH

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.

Martin L. Faigus  
Name of Person Signing

*Martin L. Faigus*  
Signature

May 17, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 7

**EXHIBIT A**

**U.S. Registration Numbers**

1,838,424  
1,854,187  
1,278,028  
1,503,914

**U.S. Trademarks**

OPPTICOAT  
OPPTIWRAP  
PROPONITE  
OPPTIMUM and Design

**Canadian Registration Numbers**

TMA 416,460  
TMA 357,207  
TMA 357,208  
TMA 492,773

**Canadian Trademarks**

OPPTIWRAP  
PROPONITE  
OPPTIMUM and Design  
OPPTICOAT

**Mexican Registration Numbers**

350,584  
352,050

**Mexican Trademarks**

PROPONITE  
OPPTIMUM

**TRADEMARK ASSIGNMENT (FOR RECORDING)  
DATED AS OF APRIL 30, 1999**

WHEREAS, AEP Industries Inc., a Delaware corporation, (hereinafter "AEP") is the owner of all rights, title, and interest in and to: (1) the United States trademarks and trademark registrations; (2) the Canadian trademarks and trademark registrations and (3) the Mexican trademarks and trademark registrations, all as identified in Exhibit A attached hereto (all of said United States trademarks and trademark registrations; Canadian trademarks and trademark registrations and Mexican trademarks and trademark registrations hereinafter being collectively referred to as "Trademark Rights").

WHEREAS, APPLIED EXTRUSION TECHNOLOGIES, INC., a Delaware corporation, (hereinafter "AET") is desirous of acquiring all of the rights, title and interest in and to the Trademark Rights;

WHEREAS, AEP and AET are parties to an ASSET PURCHASE AGREEMENT dated March 4, 1999 as amended by Amendment No. 1 thereto dated as of April 30, 1999 (the "Agreement");

WHEREAS, pursuant to the Agreement AEP agreed to sell, and AET agreed to purchase the Assets identified in Section 2.1 of the Agreement, including, but not limited to the Intellectual Property specified in Section 2.1(c) and identified in Schedule 2.1(c) of the Agreement;

NOW, THEREFORE AEP AND AET, intending to be legally bound under laws of the Commonwealth of Massachusetts, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. AEP hereby confirms its agreement to sell and does hereby sell to AET, and AET

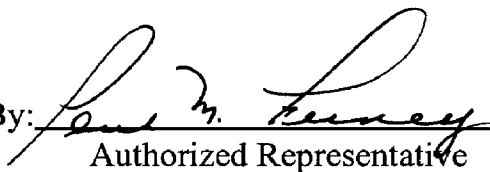
hereby confirms its agreement to purchase and does hereby purchase from AEP, all of the rights, title and interest in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights, including the right to sue others for past acts of infringement of the Trademark Rights and to retain all revenues received from others for past acts of infringement of the Trademark Rights.

2. AEP further agrees for itself, successors, assigns, and its legally bound predecessors to execute, without further consideration, any further legal documents, any further assignments, and any releases, declarations, renewals or other applications for Trademark Rights that may be deemed necessary by AET, or by AET's successors-in-interest or assigns, fully to secure to AET, or to AET's successors-in-interest or assigns, AEP's interest as aforesaid in and to the Trademark Rights and in and to the goodwill of the business associated with the use of, and symbolized by, the Trademark Rights.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 30<sup>th</sup> day of

April, 1999.

AEP INDUSTRIES INC.

By:  (Seal)  
Authorized Representative

STATE OF MASSACHUSETTS :  
 : SS :  
COUNTY OF SUFFOLK :

Before me personally appeared said PAUL M. FEENEY

and acknowledged that he is the EXECUTIVE VICE PRESIDENT of AEP INDUSTRIES  
INC., that he has the authority to execute this Assignment on behalf of AEP INDUSTRIES  
INC., and has acknowledged the foregoing instrument to be his free act and deed this

30<sup>th</sup> day of APRIL, 1999.

Lisa J. Frasca (Seal)  
Notary Public

My Commission expires: May 15, 2003

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 30<sup>th</sup> day of

APRIL, 1999.

APPLIED EXTRUSION TECHNOLOGIES, INC.

By: Paul M. Feeney (Seal)  
Authorized Representative

STATE OF MASSACHUSETTS :  
 : SS :  
COUNTY OF SUFFOLK :

Before me personally appeared said GERALD M. HAINES II  
and acknowledged that he is the VICE PRESIDENT AND SECRETARY of APPLIED EXTRUSION  
TECHNOLOGIES, INC., that he has the authority to execute this Assignment on behalf of  
APPLIED EXTRUSION TECHNOLOGIES, INC., and has acknowledged the foregoing  
instrument to be his free act and deed this 30<sup>th</sup> day of APRIL, 1999.

Rita A. Fessenden (Seal)  
Notary Public

My Commission Expires: May 15, 2003