

08-08-2005



Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

8-3-05

RECORDATION 103058681  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>IPG TECHNOLOGIES INC.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>DELAWARE</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes  Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>INTERTAPE INC.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>3646 Cortez Road West</u>  City: <u>Bradenton</u>  State: <u>FL</u>  Country: _____ Zip: <u>34210</u></p> <p><input type="checkbox"/> Association    Citizenship _____  <input type="checkbox"/> General Partnership    Citizenship _____  <input type="checkbox"/> Limited Partnership    Citizenship _____  <input checked="" type="checkbox"/> Corporation    Citizenship <u>VIRGINIA</u>  <input type="checkbox"/> Other _____    Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b></p> <p>Execution Date(s) <u>7/1/05</u></p> <p><input type="checkbox"/> Assignment      <input checked="" type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	

<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) See attached Schedule "A" Continuation Sheet</p> <p>B. Trademark Registration No.(s) See attached Schedule "A" Continuation Sheet</p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>J. Gregory Humphries, Esq.</u></p> <p>Internal Address: <u>Shutts &amp; Bowen LLP</u></p> <p>Street Address: <u>300 South Orange Avenue</u>  <u>Suite 1000</u></p> <p>City: <u>Orlando</u></p> <p>State: <u>FL</u>      Zip: <u>32801-5403</u></p> <p>Phone Number: <u>407-423-3200</u>  Fax Number: <u>407-425-8316</u>  Email Address: <u>jhumphries@shutts-law.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">69</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> <u>\$1,740.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>a. Credit Card    Last 4 Numbers _____  Expiration Date _____</p> <p>b. Deposit Account Number _____  Authorized User Name _____</p>
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**9. Signature:** J. Gregory Humphries      8/2/05      Date

Signature      Date

J. Gregory Humphries, Esq.      Total number of pages including cover sheet, attachments, and document: 19

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/05/2005 ECOOPER 00000029 1392386

01 FC:8521  
02 FC:8522

40.00 OP  
1700.00 OP

**CONTINUATION OF ITEM 4**  
**(TRADEMARK APPLICATIONS AND REGISTRATIONS)**  
**SCHEDULE A**

**Key:**

IPG = IPG Technologies Inc., a Delaware corporation

**Trademark Applications and Registrations**

	<b><u>Marks</u></b>	<b><u>Country</u></b>	<b><u>Registration/Serial No.</u></b>	<b><u>Assigned From</u></b>
1.	A (Stylized)	United States	1,392,306	IPG
2.	ALLTAC	United States	1,364,485	IPG
3.	ANCHOR	United States	2,132,287	IPG
4.	ANCHORBOND	United States	1,486,133	IPG
5.	ANCHOR/MASK (Stylized)	United States	1,491,110	IPG
6.	ANCHOR ADVANCED ADHESIVES	United States	2,134,151	IPG
7.	ANCHOR CONTINENTAL	United States	1,488,442	IPG
8.	ANCHOR TAPES (and Design)	United States	1,492,235	IPG
9.	AMERICAN	United States	0909,898	IPG
10.	AMERICAN AUTOMOTIVE TAPES (and Design)	United States	76/612,186	IPG
11.	AMERICAN TAPE A (and Design)	United States	1,392,307	IPG
12.	AQUAMASTER (and Design)	United States	76/626,070	IPG
13.	CONTINENTAL STENCIL	United States	1,526,798	IPG
14.	CP (and Design)	United States	1,384,952	IPG
15.	DELTA FORCE	United States	76/626,072	IPG
16.	DIY	United States	76/577,457	IPG
17.	DUCT SHEETZ	United States	76/577,461	IPG
18.	EXLFILM QSL	United States	76/577,453	IPG
19.	EXLVALUE (and Design)	United States	2,894,514	IPG
20.	EZCLEAR (and Design)	United States	76/630,836	IPG
21.	GENESYS	United States	76/640,584	IPG
22.	GLASS-PAK	United States	1,444,127	IPG

	<u>Marks</u>	<u>Country</u>	<u>Registration/Serial No.</u>	<u>Assigned From</u>
23.	GREEN CORE	United States	1,274,334	IPG
24.	I (stylized)	United States	2,926,173	IPG
25.	I INTERTAPE BRAND (and Design)	United States	76/635,267	IPG
26.	INTERPACK	United States	76/509,011	IPG
27.	JOBSITE	United States	76/633,733	IPG
28.	LEGEND	United States	1,866,998	IPG
29.	MAILAWAY UGLY TAPE	United States	76/577,452	IPG
30.	MAILAWAY	United States	1,072,237	IPG
31.	MAX	United States	76/577,455	IPG
32.	MOVEDIRECT	United States	76/577,462	IPG
33.	MYMOVE	United States	76/626,071	IPG
34.	NOVA-THENE HAYMASTER	United States	76/489,830	IPG
35.	ONGUARD	United States	76/626,074	IPG
36.	PADLOCK	United States	0,663,954	IPG
37.	PG-27 DRAPEFAST PAINT MASKING SYSTEM (and Design)	United States	2,882,345	IPG
38.	POLYSEAL	United States	1,371,287	IPG
39.	POCKET	United States	2,310,011	IPG
40.	POWER PAK	United States	1,389,900	IPG
41.	PROMAIL	United States	76/630,838	IPG
42.	PROMAILPLUS	United States	76/630,840	IPG
43.	PRO-MASK BLUE	United States	1,974,541	IPG
44.	PRO-MASK MARINE	United States	76/626,073	IPG
45.	PRO-MASK WALLSAFE	United States	76/577,450	IPG
46.	PROSTORE	United States	76/630,839	IPG
47.	PRODUCTION SHOP	United States	1,778,924	IPG
48.	QUICK FIND EDGE	United States	2,480,977	IPG

	<u>Marks</u>	<u>Country</u>	<u>Registration/Serial No.</u>	<u>Assigned From</u>
49.	QUIZZLE	United States	76/577,460	IPG
50.	REDALERT	United States	76/630,837	IPG
51.	REDCORE (Stylized)	United States	0,634,710	IPG
52.	REX-O-GLASS	United States	0,634,713	IPG
53.	SAFE T SEAL	United States	0,860,787	IPG
54.	SEAMS REAL EASY	United States	2,119,879	IPG
55.	SIGNBLAST	United States	1,259,422	IPG
56.	SILENCER	United States	2,276,456	IPG
57.	SILENT SEAL	United States	2,370,361	IPG
58.	STAGE TAPE (and Design)	United States	1,729,346	IPG
59.	STRETCHFLEX (and Design)	United States	2,902,788	IPG
60.	THE LIGHT GAUGE SOLUTION	United States	76/577,463	IPG
61.	TUFFSTUFF	United States	1,805,284	IPG
62.	UGLY TAPE	United States	76/577,454	IPG
63.	UGLY TAPE LOOKS UGLY HOLDS UGLY (and Design)	United States	76/611,650	IPG
64.	UNITED (and Design)	United States	1,713,657	IPG
65.	WALLSAFE	United States	76/577,451	IPG
66.	WHISPER SMOOTH	United States	2,697,480	IPG
67.	XHD	United States	76/577,456	IPG
68.	XHD	United States	76/632,632	IPG
69.	ZONE GUARD (Stylized)	United States	1,681,198	IPG

# Delaware

PAGE 1

*The First State*

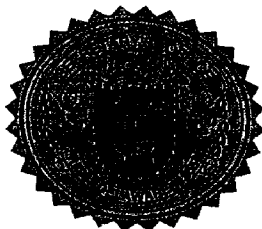
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"IPG TECHNOLOGIES INC.", A DELAWARE CORPORATION, WITH AND INTO "INTERTAPE INC." UNDER THE NAME OF "INTERTAPE INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF VIRGINIA, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF JULY, A.D. 2005, AT 9:13 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3994334 8100M

050549716



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3993944

DATE: 07-01-05

TRADEMARK  
REEL: 003198 FRAME: 0783

**STATE OF DELAWARE  
CERTIFICATE OF OWNERSHIP**

**SUBSIDIARY INTO PARENT  
Section 253**

**CERTIFICATE OF OWNERSHIP  
MERGING  
IPG TECHNOLOGIES INC.  
INTO  
INTERTAPE INC.**

Pursuant to Section 253 of the General Corporation Law of Delaware, Intertape Inc., a corporation incorporated on the 18<sup>th</sup> day of March, 1987, pursuant to the provisions of the Code of Virginia:

**DOES HEREBY CERTIFY** that this corporation owns all of the capital stock of IPG Technologies Inc., a corporation incorporated on the 30<sup>th</sup> day of November, 1999, pursuant to the provisions of the General Corporation Law of Delaware, and that this corporation, by a resolution of its Board of Directors duly adopted by unanimous written consent dated June 29, 2005, determined to and did merge into itself said IPG Technologies Inc., which resolution is in the following words to wit:

**WHEREAS**, this corporation lawfully owns all of the outstanding stock of IPG Technologies Inc., a corporation organized and existing under the laws of Delaware, and

**WHEREAS**, this corporation desires to merge into itself the said IPG Technologies Inc., and to be possessed of all the estate, property, rights, privileges and franchises of said corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that this corporation merge into itself said IPG Technologies Inc. and assumes all of its liabilities and obligations, and

**FURTHER RESOLVED**, that the President of this corporation be and he is hereby directed to make and execute a certificate of ownership setting forth a copy of the resolution to

merge said IPG Technologies Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County; and

**FURTHER RESOLVED**, that Intertape Inc., a Virginia corporation, survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent Delaware corporation as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of Delaware, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 3647 Cortez Road West, Bradenton, Florida 34210, until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose.

**FURTHER RESOLVED**, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in any way necessary or proper to effect said merger.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, INTERTAPE INC., said parent corporation, has caused its corporate seal to be affixed and this certificate to be signed by an authorized officer this 29<sup>th</sup> day of June, 2005.

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

  
Authorized Officer

Name & Title: Gregory A. Yull, President



ARTICLES OF MERGER OF

IPG TECHNOLOGIES INC. non-dom  
INTO  
INTERTAPE INC. 0300705-1

The undersigned corporations, pursuant to Title 13.1, Chapter 9, Article 12 of the Code of Virginia, hereby executes the following Articles of Merger and sets forth:

ONE  
PLAN OF MERGER

AGREEMENT OF MERGER, dated this 29<sup>th</sup> day of June, 2005, pursuant to Section 253 of the General Corporation Law of Delaware and Title 13.1, Chapter 9, Article 12 of the Code of Virginia, between INTERTAPE INC., a Virginia corporation, and IPG TECHNOLOGIES INC., a Delaware corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation.

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: INTERTAPE INC. hereby merges into itself IPG TECHNOLOGIES INC., and said IPG TECHNOLOGIES INC., shall be and hereby is merged into INTERTAPE INC., which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of INTERTAPE INC., as heretofore amended and as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of the surviving corporation shall be as follows: INTERTAPE INC., the surviving corporation, is the sole holder of all of the issued and outstanding common stock of IPG TECHNOLOGIES INC., the merged corporation. Accordingly, each share of common stock of the merged corporation which shall be outstanding on the effective date of this merger, and all rights in respect thereof shall forthwith be cancelled.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective on July 1, 2005.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

(e) The surviving corporation may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of IPG TECHNOLOGIES INC., as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of Delaware; and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 3647 Cortez Road West, Bradenton, Florida 34210, until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to said INTERTAPE INC., at the above address.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Boards of Directors of any constituent corporation at any time prior to the time that this merger becomes effective. The Agreement may be amended by the Board of Directors of the constituent corporations at any time prior to the time that this merger becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the surviving corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

TWO

The Plan of Merger was adopted by unanimous written consent of the shareholders and Board of Directors of each of IPG Technologies Inc. and Intertape Inc. on June 29, 2005.

[SIGNATURES ON THE FOLLOWING PAGE]

The undersigned President authorized to act on behalf of Intertape Inc. declares that the facts herein stated are true as of June 29, 2005.

INTERTAPE INC.

By: 

\_\_\_\_\_  
Gregory A. Yull, President

The undersigned Assistant Secretary authorized to act on behalf of IPG Technologies Inc. declares that the facts herein stated are true as of June 29, 2005.

IPG TECHNOLOGIES INC.

By: 

\_\_\_\_\_  
J. Gregory Humphries, Assistant Secretary

## PLAN OF MERGER

AGREEMENT OF MERGER, dated this 29<sup>th</sup> day of June, 2005, pursuant to Section 253 of the General Corporation Law of Delaware and Title 13.1, Chapter 9, Article 12 of the Code of Virginia, between INTERTAPE INC., a Virginia corporation, and IPG TECHNOLOGIES INC., a Delaware corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation.

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: INTERTAPE INC. hereby merges into itself IPG TECHNOLOGIES INC., and said IPG TECHNOLOGIES INC., shall be and hereby is merged into INTERTAPE INC., which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of INTERTAPE INC., as heretofore amended and as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of the surviving corporation shall be as follows: INTERTAPE INC., the surviving corporation, is the sole holder of all of the issued and outstanding common stock of IPG TECHNOLOGIES INC., the merged corporation. Accordingly, each share of common stock of the merged corporation which shall be outstanding on the effective date of this merger, and all rights in respect thereof shall forthwith be cancelled.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective on July 1, 2005.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving

corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

(e) The surviving corporation may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of IPG TECHNOLOGIES INC., as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of Delaware; and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 3647 Cortez Road West, Bradenton, Florida 34210, until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to said INTERTAPE INC., at the above address.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Boards of Directors of any constituent corporation at any time prior to the time that this merger becomes effective. The Agreement may be amended by the Board of Directors of the constituent corporations at any time prior to the time that this merger becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for

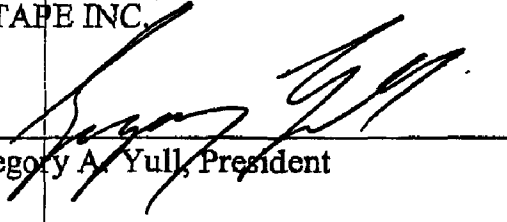
or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the surviving corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors, have caused these presents to be executed by the Vice President of each party hereto as the respective act, deed and agreement of each said corporation, on this 29<sup>th</sup> day of June, 2005.

[SIGNATURES ON THE FOLLOWING PAGE]



INTERTAPE INC.


By:   
Gregory A. Yull, President

IPG TECHNOLOGIES INC.

By:   
J. Gregory Humphries, Assistant Secretary

I, ANDREW M. ARCHIBALD, Secretary of IPG TECHNOLOGIES INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies, as such Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of INTERTAPE INC., a corporation of the Commonwealth of Virginia, was duly adopted by unanimous written consent pursuant to Section 228 of the General Corporation Law of Delaware and Section 13.1-718 of the Code of Virginia, by the unanimous written consent of the sole stockholder holding all of the issued and outstanding shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of said IPG TECHNOLOGIES INC., and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 29<sup>th</sup> day of June, 2005.

  
Andrew M. Archibald, Secretary

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, JULY 1, 2005

The State Corporation Commission finds the accompanying articles submitted on behalf of  
**INTERTAPE INC.**

comply with the requirements of law and confirms payment of all required fees. Therefore, it is  
ORDERED that this

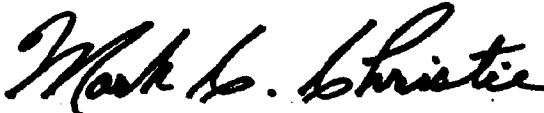
**CERTIFICATE OF MERGER**

be issued and admitted to record with the articles of merger in the Office of the Clerk of the  
Commission, effective July 1, 2005. Each of the following:

**IPG TECHNOLOGIES INC. (A DE CORPORATION NOT  
QUALIFIED IN VA)**

is merged into **INTERTAPE INC.**, which continues to exist under the laws of VIRGINIA with the  
name **INTERTAPE INC.**, and the separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By 

Commissioner

MERGACPT  
CIS0375  
05-07-01-0647

# Commonwealth of Virginia



## State Corporation Commission

*I Certify the Following from the Records of the Commission:*

The foregoing is a true copy of the certificate of merger of Intertape Inc. issued July 01, 2005.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:  
July 7, 2005*

*Joel H. Peck*  
\_\_\_\_\_  
*Joel H. Peck, Clerk of the Commission*

CIS0448

RECORDED: 08/03/2005

TRADEMARK  
REEL: 003198 FRAME: 0797