

08-08-2005



103058674

RI

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

1. Name of conveying party(ies):

INTERTAPE INC.

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

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CENTRAL PRODUCTS COMPANY

Internal Address: _____

Street Address: 3646 Cortez Road West

City: Bradenton,

State: FL

Country: _____ Zip: 34210

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship DELAWARE

Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 7/1/05

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See attached Schedule "A"
Continuation Sheet

B. Trademark Registration No.(s) See attached
Schedule "A" Continuation Sheet

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: J. Gregory Humphries, Esq.

Internal Address: _____
Shutts & Bowen LLP

Street Address: 300 South Orange Avenue

City: Orlando

State: FL Zip: 32801-5403

Phone Number: 407-423-3200

Fax Number: 407-425-8316

Email Address: jhumphries@shutts-law.com

6. Total number of applications and registrations involved:

69

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,740.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: J. Gregory Humphries
Signature

08/02/05
Date

J. Gregory Humphries, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

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 ECDOPER 00000030 1392306

01 FC:8521

40.00 OP

02 FC:8522

1700.00 OP

TRADEMARK
REEL: 003198 FRAME: 0798

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

Key:

Intertape Inc., a Virginia corporation

Trademark Applications and Registrations

	<u>Marks</u>	<u>Country</u>	<u>Registration/Serial No.</u>	<u>Assigned From</u>
1.	A (Stylized)	United States	1,392,306	INTERTAPE INC.
2.	ALLTAC	United States	1,364,485	INTERTAPE INC.
3.	ANCHOR	United States	2,132,287	INTERTAPE INC.
4.	ANCHORBOND	United States	1,486,133	INTERTAPE INC.
5.	ANCHOR/MASK (Stylized)	United States	1,491,110	INTERTAPE INC.
6.	ANCHOR ADVANCED ADHESIVES	United States	2,134,151	INTERTAPE INC.
7.	ANCHOR CONTINENTAL	United States	1,488,442	INTERTAPE INC.
8.	ANCHOR TAPES (and Design)	United States	1,492,235	INTERTAPE INC.
9.	AMERICAN	United States	0909,898	INTERTAPE INC.
10.	AMERICAN AUTOMOTIVE TAPES (and Design)	United States	76/612,186	INTERTAPE INC.
11.	AMERICAN TAPE A (and Design)	United States	1,392,307	INTERTAPE INC.
12.	AQUAMASTER (and Design)	United States	76/626,070	INTERTAPE INC.
13.	CONTINENTAL STENCIL	United States	1,526,798	INTERTAPE INC.
14.	CP (and Design)	United States	1,384,952	INTERTAPE INC.

	<u>Marks</u>	<u>Country</u>	<u>Registration/Serial No.</u>	<u>Assigned From</u>
15.	DELTA FORCE	United States	76/626,072	INTERTAPE INC.
16.	DIY	United States	76/577,457	INTERTAPE INC.
17.	DUCT SHEETZ	United States	76/577,461	INTERTAPE INC.
18.	EXLFILM QSL	United States	76/577,453	INTERTAPE INC.
19.	EXLVALUE (and Design)	United States	2,894,514	INTERTAPE INC.
20.	EZCLEAR (and Design)	United States	76/630,836	INTERTAPE INC.
21.	GENESYS	United States	76/640,584	INTERTAPE INC.
22.	GLASS-PAK	United States	1,444,127	INTERTAPE INC.
23.	GREEN CORE	United States	1,274,334	INTERTAPE INC.
24.	I (stylized)	United States	2,926,173	INTERTAPE INC.
25.	I INTERTAPE BRAND (and Design)	United States	76/635,267	INTERTAPE INC.
26.	INTERPACK	United States	76/509,011	INTERTAPE INC.
27.	JOBSITE	United States	76/633,733	INTERTAPE INC.
28.	LEGEND	United States	1,866,998	INTERTAPE INC.
29.	MAILAWAY UGLY TAPE	United States	76/577,452	INTERTAPE INC.
30.	MAILAWAY	United States	1,072,237	INTERTAPE INC.

ORLDOCS 10332761

	<u>Marks</u>	<u>Country</u>	<u>Registration/Serial No.</u>	<u>Assigned From</u>
31.	MAX	United States	76/577,455	INTERTAPE INC.
32.	MOVEDIRECT	United States	76/577,462	INTERTAPE INC.
33.	MYMOVE	United States	76/626,071	INTERTAPE INC.
34.	NOVA-THENE HAYMASTER	United States	76/489,830	INTERTAPE INC.
35.	ONGUARD	United States	76/626,074	INTERTAPE INC.
36.	PADLOCK	United States	0,663,954	INTERTAPE INC.
37.	PG-27 DRAPEFAST PAINT MASKING SYSTEM (and Design)	United States	2,882,345	INTERTAPE INC.
38.	POLYSEAL	United States	1,371,287	INTERTAPE INC.
39.	POCKET	United States	2,310,011	INTERTAPE INC.
40.	POWER PAK	United States	1,389,900	INTERTAPE INC.
41.	PROMAIL	United States	76/630,838	INTERTAPE INC.
42.	PROMAILPLUS	United States	76/630,840	INTERTAPE INC.
43.	PRO-MASK BLUE	United States	1,974,541	INTERTAPE INC.
44.	PRO-MASK MARINE	United States	76/626,073	INTERTAPE INC.
45.	PRO-MASK WALLSAFE	United States	76/577,450	INTERTAPE INC.
46.	PROSTORE	United States	76/630,839	INTERTAPE INC.

ORLDOCS 10332761

	<u>Marks</u>	<u>Country</u>	<u>Registration/Serial No.</u>	<u>Assigned From</u>
47.	PRODUCTION SHOP	United States	1,778,924	INTERTAPE INC.
48.	QUICK FIND EDGE	United States	2,480,977	INTERTAPE INC.
49.	QUIZZLE	United States	76/577,460	INTERTAPE INC.
50.	REDALERT	United States	76/630,837	INTERTAPE INC.
51.	REDCORE (Stylized)	United States	0,634,710	INTERTAPE INC.
52.	REX-O-GLASS	United States	0,634,713	INTERTAPE INC.
53.	SAFE T SEAL	United States	0,860,787	INTERTAPE INC.
54.	SEAMS REAL EASY	United States	2,119,879	INTERTAPE INC.
55.	SIGNBLAST	United States	1,259,422	INTERTAPE INC.
56.	SILENCER	United States	2,276,456	INTERTAPE INC.
57.	SILENT SEAL	United States	2,370,361	INTERTAPE INC.
58.	STAGE TAPE (and Design)	United States	1,729,346	INTERTAPE INC.
59.	STRETCHFLEX (and Design)	United States	2,902,788	INTERTAPE INC.
60.	THE LIGHT GAUGE SOLUTION	United States	76/577,463	INTERTAPE INC.
61.	TUFFSTUFF	United States	1,805,284	INTERTAPE INC.
62.	UGLY TAPE	United States	76/577,454	INTERTAPE INC.

ORLDOCS 10332761

	<u>Marks</u>	<u>Country</u>	<u>Registration/Serial No.</u>	<u>Assigned From</u>
63.	UGLY TAPE LOOKS UGLY HOLDS UGLY (and Design)	United States	76/611,650	INTERTAPE INC.
64.	UNITED (and Design)	United States	1,713,657	INTERTAPE INC.
65.	WALLSAFE	United States	76/577,451	INTERTAPE INC.
66.	WHISPER SMOOTH	United States	2,697,480	INTERTAPE INC.
67.	XHD	United States	76/577,456	INTERTAPE INC.
68.	XHD	United States	76/632,632	INTERTAPE INC.
69.	ZONE GUARD (Stylized)	United States	1,681,198	INTERTAPE INC.

Delaware

PAGE 1

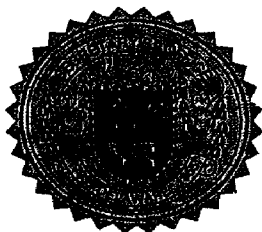
The First State

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:

"INTERTAPE INC.", A VIRGINIA CORPORATION,

WITH AND INTO "CENTRAL PRODUCTS COMPANY" UNDER THE NAME OF "CENTRAL PRODUCTS COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF JULY, A.D. 2005, AT 9:27 O'CLOCK A.M.

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



2541932 8100M

050549727

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3993959

DATE: 07-01-05

TRADEMARK
REEL: 003198 FRAME: 0804

**STATE OF DELAWARE
CERTIFICATE OF OWNERSHIP**

**SUBSIDIARY INTO PARENT
Section 253**

**CERTIFICATE OF OWNERSHIP
MERGING
INTERTAPE INC.
INTO
CENTRAL PRODUCTS COMPANY**

Pursuant to Section 253 of the General Corporation Law of Delaware, Central Products Company, a corporation incorporated on the 12th day of September, 1995, pursuant to the provisions of the General Corporation Law of Delaware;

DOES HEREBY CERTIFY that this corporation owns all of the capital stock of Intertape Inc., a corporation incorporated on the 18th day of March, 1987, pursuant to the Code of Virginia, 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 Intertape Inc., which resolution is in the following words to wit:

WHEREAS, this corporation lawfully owns all of the outstanding stock of Intertape Inc., a corporation organized and existing under the laws of Virginia, and

WHEREAS, this corporation desires to merge into itself the said Intertape 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 Intertape 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 Intertape 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 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.

IN WITNESS WHEREOF, CENTRAL PRODUCTS COMPANY, said parent corporation, has caused its corporate seal to be affixed and this certificate to be signed by an authorized officer this 29th day of June, 2005.

By: 
Authorized Officer

Name & Title: H. Dale McSween, President

ARTICLES OF MERGER OF
INTERTAPE INC. 0300705-1
INTO
CENTRAL PRODUCTS COMPANY non-dom

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 29th 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 CENTRAL PRODUCTS COMPANY, 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: CENTRAL PRODUCTS COMPANY hereby merges into itself INTERTAPE INC., and said INTERTAPE INC., shall be and hereby is merged into CENTRAL PRODUCTS COMPANY, which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of CENTRAL PRODUCTS COMPANY, 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: CENTRAL PRODUCTS COMPANY, the surviving corporation, is the sole holder of all of the issued and outstanding common stock of INTERTAPE 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 they 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.

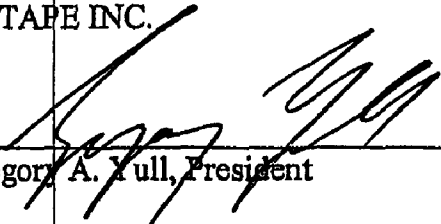
FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Boards of Directors of any constituent corporation at any time prior to the time that this merger becomes effective. The Agreement may be amended by the Board of Directors of the 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 Central Products Company and Intertape Inc. on June 29, 2005.

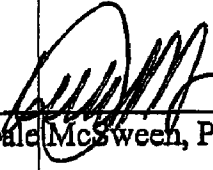
The undersigned President authorized to act on behalf of Intertape Inc. declares that the facts herein stated are true as of June 29, 2005.

INTERTAPE INC.

By: 
Gregory A. Yull, President

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

CENTRAL PRODUCTS COMPANY

By: 
H. Dale McSween, President

PLAN OF MERGER

AGREEMENT OF MERGER, dated this 29th 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 CENTRAL PRODUCTS COMPANY, 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: CENTRAL PRODUCTS COMPANY hereby merges into itself INTERTAPE INC., and said INTERTAPE INC., shall be and hereby is merged into CENTRAL PRODUCTS COMPANY, which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of CENTRAL PRODUCTS COMPANY, 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: CENTRAL PRODUCTS COMPANY, the surviving corporation, is the sole holder of all of the issued and outstanding common stock of INTERTAPE 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.

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 President of each party hereto as the respective act, deed and agreement of each said corporation, on this 29th day of June, 2005.

[SIGNATURES ON THE FOLLOWING PAGE]

INTERTAPE INC.

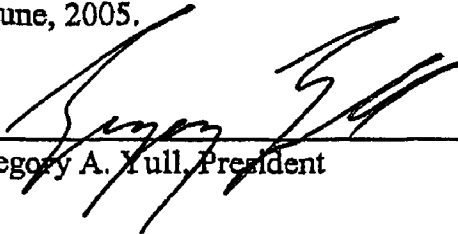
By: 
Gregory A. Yull, President

CENTRAL PRODUCTS COMPANY

By: 
H. Dale McSween, President

I, GREGORY A. YULL, President, of INTERTAPE INC., a corporation organized and existing under the laws of the State of Virginia, hereby certifies, as such Vice President Sales-Distribution Products, 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 CENTRAL PRODUCTS COMPANY, and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 29th day of June, 2005.


Gregory A. Yull, President

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

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JULY 1, 2005

The State Corporation Commission finds the accompanying articles submitted on behalf of

CENTRAL PRODUCTS COMPANY (A DE CORPORATION NOT
QUALIFIED IN VA)

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

CERTIFICATE OF MERGER

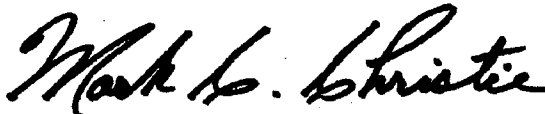
be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective July 1, 2005. Each of the following:

Intertape Inc.

is merged into CENTRAL PRODUCTS COMPANY (A DE CORPORATION NOT QUALIFIED IN
VA), which continues to exist under the laws of DELAWARE with the name CENTRAL
PRODUCTS COMPANY (A DE CORPORATION NOT QUALIFIED IN VA), and the separate
existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By



Commissioner

MERGACPT
CIS0375
05-07-01-0648