

12-7-07



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

1. Name of conveying party(ies):

Central Products Company

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

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: Intertape Polymer Corp.

Internal Address: _____

Street Address: 3646 Cortez Road West

City: Bradenton

State: Florida

Country: US 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) December 20, 2006

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

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)

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: Leann M. Warfield, Esquire

Internal Address: _____

Street Address: 300 South Orange Avenue
Suite 1000

City: Orlando

State: Florida Zip: 32801

Phone Number: 407-423-3200

Fax Number: 407-425-8316

Email Address: lwarfield@shutts.com

6. Total number of applications and registrations involved:

48

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,215.00

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

8. Payment Information:

- a. Credit Card Last 4 Numbers 0000052 1364765
Expiration Date 12/10/2007 02/28/08
- b. Deposit Account Number 40.00 UP
1175.00 OF
Authorized User Name _____

9. Signature:

Leann M. Warfield
Signature

December 7, 2007
Date

Leann M. Warfield, Esquire

Name of Person Signing

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

10

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

Trademark Applications and Registrations

	<u>Marks</u>	<u>Country</u>	<u>Registration/Serial No.</u>
1.	ALLTAC	United States	1,364,485
2.	ANCHOR	United States	2,132,287
3.	ANCHORBOND	United States	1,486,133
4.	ANCHOR/MASK (Stylized)	United States	1,491,110
5.	ANCHOR ADVANCED ADHESIVES	United States	2,134,151
6.	ANCHOR CONTINENTAL	United States	1,488,442
7.	ANCHOR TAPES (and Design)	United States	1,492,235
8.	AMERICAN	United States	0909,898
9.	AMERICAN AUTOMOTIVE TAPES (and Design)	United States	76/612,186
10.	AQUAMASTER (and Design)	United States	3,067,250
11.	CONTINENTAL STENCIL	United States	1,526,798
12.	DELTA FORCE	United States	76/626,072
13.	EXLFILM QSL	United States	76/577,453
14.	EXLVALUE (and Design)	United States	2,894,514
15.	GENESYS	United States	76/640,584
16.	GLASS-PAK	United States	1,444,127
17.	GREEN CORE	United States	1,274,334
18.	I (stylized)	United States	2,926,173
19.	I INTERTAPE BRAND (and Design)	United States	76/635,267
20.	LEGEND	United States	1,866,998
21.	NOVA-THENE HAYMASTER	United States	76/489,830
22.	NOVA-SEAL	United States	78/804,075
23.	PADLOCK	United States	0,663,954

	<u>Marks</u>	<u>Country</u>	<u>Registration/Serial No.</u>
24.	PG-27 DRAPEFAST PAINT MASKING SYSTEM (and Design)	United States	2,882,345
25.	POCKET	United States	2,310,011
26.	PRODUCTION SHOP	United States	1,778,924
27.	PRO-MASK BLUE	United States	1,974,541
28.	PRO-MASK GREEN	United States	76/659,517
29.	PRO-MASK LACQUER	United States	76/659,474
30.	PRO-MASK PAINTERS	United States	76/659,516
31.	PRO-MASK WALLSAFE	United States	76/577,450
32.	QUICK FIND EDGE	United States	2,480,977
33.	REDALERT	United States	76/630,837
34.	REX-O-GLASS	United States	0,634,713
35.	SAFE T SEAL	United States	0,860,787
36.	SEAMS REAL EASY	United States	2,119,879
37.	SIGNBLAST	United States	1,259,422
38.	SILENT SEAL	United States	2,370,361
39.	STAGE TAPE (and Design)	United States	1,729,346
40.	STRETCHFLEX (and Design)	United States	2,902,788
41.	THE LIGHT GAUGE SOLUTION	United States	76/577,463
42.	TUFFSTUFF	United States	1,805,284
43.	UGLY TAPE LOOKS UGLY HOLDS UGLY (and Design)	United States	76/611,650
44.	UNITED (and Design)	United States	1,713,657
45.	WALLSAFE	United States	76/577,451
46.	WHISPER SMOOTH	United States	2,697,480
47.	XHD	United States	76/577,456
48.	ZONE GUARD (Stylized)	United States	1,681,198

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:

"CENTRAL PRODUCTS COMPANY", A DELAWARE CORPORATION, WITH AND INTO "INTERTAPE POLYMER CORP." UNDER THE NAME OF "INTERTAPE POLYMER CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2006, AT 2:16 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2006, AT 12 O'CLOCK A.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2541932 8100

AUTHENTICATION: 5386740

060987428

DATE: 01-26-07

TRADEMARK
REEL: 003677 FRAME: 0100

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
CENTRAL PRODUCTS COMPANY
INTO
INTERTAPE POLYMER CORP.

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undesignated corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is INTERTAPE POLYMER CORP., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is CENTRAL PRODUCTS COMPANY, a Delaware corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is INTERTAPE POLYMER CORP., a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective at 12:00 a.m. eastern time on December 31, 2006.

SIXTH: The Agreement of Merger is on file at INTERTAPE POLYMER CORP., 3647 Cortez Road West, Bradenton, Florida 34210, the principal office of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, this 20th day of December, 2006.

INTERTAPE POLYMER CORP.

By: 

Burgess H. Hildreth, Vice President

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 20th day of December, 2006, pursuant to Section 251 of the General Corporation Law of Delaware, by and between CENTRAL PRODUCTS COMPANY, a Delaware corporation and INTERTAPE POLYMER CORP., a Delaware corporation, have entered into the following Agreement of Merger:

WITNESSETH that:

WHEREAS, the respective Board of Directors of the foregoing named corporations deem it advisable that the corporations merge into a single corporation as hereinafter specified; and

WHEREAS, said CENTRAL PRODUCTS COMPANY filed its Certificate of Incorporation in the office of the Secretary of State of the State of Delaware on September 12, 1995; and

WHEREAS, said INTERTAPE POLYMER CORP. filed its Certificate of Incorporation in the office of the Secretary of State of the State of Delaware on November 23, 1999; and

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 shall be and hereby is merged with and into INTERTAPE POLYMER CORP., which shall be the Surviving Corporation.

SECOND: The Certificate of Incorporation of INTERTAPE POLYMER CORP., 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 merging corporation shall be as follows: immediately prior to the merger, IPG (US) INC., shall be the sole holder of all of the issued and outstanding common stock of CENTRAL PRODUCTS COMPANY, the Merged Corporation, and immediately after the merger, IPG (US) INC. shall be the sole holder of all of the issued and outstanding common stock of INTERTAPE POLYMER CORP., the Surviving 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 at 12:00 a.m. eastern time on December 31, 2006.

(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

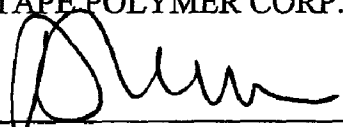
when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order 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. This 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 this 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 this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

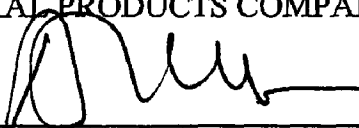
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors, have caused

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 20th day of December, 2006.

INTERTAPE POLYMER CORP.

By: 
Burgess H. Hildreth, Vice President

CENTRAL PRODUCTS COMPANY

By: 
Burgess H. Hildreth, Vice President

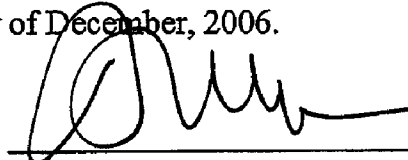
I, BURGESS H. HILDRETH, Vice President, of INTERTAPE POLYMER CORP., a corporation organized and existing under the laws of the State of Delaware, hereby certifies, as Vice President, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation by an authorized officer of INTERTAPE POLYMER CORP., a Delaware corporation, was duly adopted by unanimous written consent of the Board of Directors and by written consent pursuant to Section 228 of the General Corporation Law of Delaware, 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 by the Board of Directors and as the act of the stockholder of said INTERTAPE POLYMER CORP., and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 20th day of December, 2006.


Burgess H. Hildreth, Vice President

I, BURGESS H. HILDRETH, Vice President, of CENTRAL PRODUCTS COMPANY, a corporation organized and existing under the laws of the State of Delaware, hereby certifies, as Vice President, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation by an authorized officer of CENTRAL PRODUCTS COMPANY, a Delaware corporation, was duly adopted by unanimous written consent of the Board of Directors and by written consent pursuant to Section 228 of the General Corporation Law of Delaware, 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 by the Board of Directors and as the act of the stockholder of said CENTRAL PRODUCTS COMPANY, and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 20th day of December, 2006.



Burgess H. Hildreth, Vice President