

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intertape Polymer Corp.		03/28/2008	CORPORATION: DELAWARE
IPG (US) Inc.		03/28/2008	CORPORATION: DELAWARE
IPG (US) Holdings Inc.		03/28/2008	CORPORATION: DELAWARE
IPG Holdings LP		03/28/2008	LIMITED PARTNERSHIP: DELAWARE
Intertape Polymer US Inc.		03/28/2008	CORPORATION: DELAWARE
Polymer International Corp.		03/28/2008	CORPORATION: VIRGINIA
IPG Financial Services Inc.		03/28/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 93

Property Type	Number	Word Mark
Registration Number:	2142604	A
Registration Number:	1392306	A
Registration Number:	1364485	ALLTAC
Registration Number:	2132287	ANCHOR
Registration Number:	1486133	ANCHORBOND
Registration Number:	1491110	ANCHOR/MASK
Registration Number:	2134151	ANCHOR ADVANCED ADHESIVES
Registration Number:	1488442	ANCHOR CONTINENTAL

CH \$2340.00 2142604

Registration Number:	1492235	ANCHOR TAPES
Registration Number:	0909898	AMERICAN
Registration Number:	2156072	A AMERICAN FILM
Registration Number:	1392307	AMERICAN TAPE A
Registration Number:	1526798	CONTINENTAL STENCIL
Registration Number:	1384952	CP
Serial Number:	76577457	DIY
Serial Number:	76577461	DUCT SHEETZ
Registration Number:	3059336	EXLFILM QSL
Registration Number:	2894514	EXLVALUE
Registration Number:	1444127	GLASS-PAK
Registration Number:	1274336	GLASSWEB
Registration Number:	1274334	GREEN CORE
Registration Number:	1294242	GREY CORE
Registration Number:	2926173	I
Serial Number:	76509011	INTERPACK
Registration Number:	1866998	LEGEND
Serial Number:	76577452	MAILAWAY UGLY TAPE
Registration Number:	1072237	MAILAWAY
Serial Number:	76577455	MAX
Registration Number:	3261499	MOVEDIRECT
Registration Number:	2985813	NOVA-THENE HAYMASTER
Registration Number:	0663954	PADLOCK
Registration Number:	2882345	PG-27 DRAPEFAST PAINT MASKING SYSTEM
Registration Number:	1371287	POLYSEAL
Registration Number:	2310011	POCKET
Registration Number:	1389900	POWER PAK
Registration Number:	1974541	PRO-MASK BLUE
Registration Number:	2985980	PRO-MASK WALLSAFE
Serial Number:	76437993	PRO-MASK 20
Serial Number:	76438018	PRO-MASK 21
Serial Number:	76437761	PRO-MASK 29
Registration Number:	1778924	PRODUCTION SHOP
Registration Number:	2480977	QUICK FIND EDGE
Serial Number:	76577460	QUIZZLE

Registration Number:	0634710	REDCORE
Registration Number:	0634713	REX-O-GLAS
Registration Number:	0860787	SAFE T SEAL
Registration Number:	1279841	SAFETEX
Registration Number:	2119879	SEAMS REAL EASY
Registration Number:	1259422	SIGNBLAST
Registration Number:	2276456	SILENCER
Registration Number:	2370361	SILENT SEAL
Registration Number:	1729346	STAGE TAPE
Registration Number:	1279842	STRES-PRUF
Registration Number:	2902788	STRETCHFLEX
Registration Number:	2964742	THE LIGHT GAUGE SOLUTION
Registration Number:	1805284	TUFFSTUFF
Serial Number:	76577454	UGLY TAPE
Registration Number:	1713657	UNITED
Registration Number:	2985981	WALLSAFE
Registration Number:	2697480	WHISPER SMOOTH
Registration Number:	2985982	XHD
Serial Number:	76577458	ZAP
Serial Number:	76577459	ZAP FILM
Registration Number:	1681198	ZONE GUARD
Registration Number:	1992106	CAJUN
Registration Number:	1325904	LEGRAND SACK
Serial Number:	76672298	ADVERPAK
Serial Number:	76673657	CLARITY
Serial Number:	76672296	CLARITY 20/20
Registration Number:	3261600	DELTA FORCE
Serial Number:	76672391	DTE
Serial Number:	76672392	DUCTSHEETZ
Registration Number:	3342525	EZCLEAR
Serial Number:	76673655	FORTRESS
Registration Number:	3216761	GENESYS
Serial Number:	76672390	GOLDSEAL
Serial Number:	76635267	I INTERTAPE BRAND
Serial Number:	76672299	ICUSHION

Registration Number:	3321100	NOVA-SEAL
Serial Number:	76672388	PRESERVATION
Registration Number:	3305144	PRO-MASK GREEN
Registration Number:	3305141	PRO-MASK LACQUER
Registration Number:	3305143	PRO-MASK PAINTERS
Serial Number:	76672297	SEAL-N-GO
Serial Number:	76672389	VENOM
Registration Number:	3052575	AMERICAN AUTOMOTIVE TAPES
Serial Number:	76682816	ARMOUR TOUGH TAPE
Registration Number:	3067250	AQUAMASTER
Registration Number:	3056992	RED ALERT
Serial Number:	76683756	RED LINE
Serial Number:	76577463	THE LIGHT GAUGE SOLUTION
Registration Number:	3025843	UGLY TAPE LOOKS UGLY HOLDS UGLY
Serial Number:	76682326	WEEKEND TAPE

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-420-5527
Email: rbirdwell@phrd.com
Correspondent Name: Rhonda J. Birdwell, Paralegal -- PHRD
Address Line 1: 285 Peachtree Center Avenue
Address Line 2: 1500 Marquis Two Tower
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689-48
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	04/03/2008

Total Attachments: 19
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this ^{28th} day of March, 2008, by and among **INTERTAPE POLYMER CORP.**, a Delaware corporation ("Intertape"), **IPG (US) INC.**, a Delaware corporation ("US2"), **IPG (US) HOLDINGS, INC.**, a Delaware corporation ("US2"; together with Intertape and US1, collectively, the "US Borrowers" and each individually, a "US Borrower"), **IPG HOLDINGS LP**, a Delaware limited partnership ("LP"), **INTERTAPE POLYMER US INC.**, a Delaware corporation ("US3"), **POLYMER INTERNATIONAL CORP.**, a Virginia corporation ("Polymer"), **IPG FINANCIAL SERVICES INC.**, a Delaware corporation ("Fin Serv"; together with LP, US3 and Polymer, collectively, the "US Guarantors" and each individually, a "US Guarantor"; the US Borrowers and US Guarantors are referred to herein collectively as the "Companies," and each individually as a "Company"), and **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as collateral and administrative agent (together with its successors in such capacity, the "Agent") for the Lenders (as defined below).

Recitals:

The Companies desire to obtain loans and other financial accommodations from certain financial institutions ("Lenders") that are parties from time to time to that certain Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, extended, supplemented or otherwise modified, the "Loan Agreement") by and among the Companies, Agent, Lenders, and certain other parties thereto.

A condition to Agent's and the Lenders' willingness to make loans or extend other financial accommodations under the Loan Agreement is each Company's execution and delivery of this Agreement. To induce Agent and Lenders to make loans and otherwise extend credit pursuant to the Loan Agreement, each Company has agreed to grant a continuing security interest in and to the Trademark Collateral (as hereinafter defined) to Agent, for the benefit of itself and the Lenders, as security for the timely payment and performance of the Secured Obligations (as hereinafter defined).

It is in the interests of each Company that Agent and Lenders extend credit pursuant to the Loan Agreement, and therefore, each Company is prepared to ensure that in all circumstances all such credits and the Secured Obligations are secured by the Trademark Collateral as hereinafter set forth.

Each Company acknowledges that it will receive substantial direct and indirect benefits by reason of the making of loans and other financial accommodations as provided in the Loan Agreement and by virtue of the Companies' various inter-relationships.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Companies hereby agree with Agent as follows:

1. Each capitalized term used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meaning ascribed to such term in the Loan Agreement. In addition, as used herein, the term "Secured Obligations" shall mean (a) with respect to any Company that is a

Borrower under (and as defined in) the Loan Agreement, all of the "Obligations" under (and as defined in) the Loan Agreement and all of the obligations of such Borrower under any Guaranty of such Borrower (including, without limitation, all of the "Guaranteed Obligations" under (and as defined in) any Guaranty executed by such Borrower on or about the date hereof), (b) with respect to any Company that is a Guarantor under (and as defined in) the Loan Agreement, all of the obligations of such Guarantor under any Guaranty of such Guarantor (including without limitation, all of the "Guaranteed Obligations" under (and as defined in) any Guaranty executed by such Guarantor on or about the date hereof, and (c) with respect to all Companies, all of the Companies' debts, liabilities, obligations and agreements under this Agreement.

2. To secure the prompt payment and performance of all of the Secured Obligations, each Company hereby grants, assigns and pledges to Agent, for its benefit and the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

3. Each of the Companies represents and warrants to Agent and Lenders that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of a UCC-1 financing statement in the applicable recording office of such Company's jurisdiction or organization, such financing statement and this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is listed on Exhibit A attached hereto, enforceable against such Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Each of the Trademarks is valid and enforceable; and

(e) Such Company is now and shall continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of its Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below and Permitted Liens), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons.

4. Each of the Companies covenants and agrees with Agent and Lenders that except for Trademarks abandoned by such Company in the Ordinary Course of Business, or as otherwise permitted in the Loan Agreement, such Company has maintained and will continue to maintain for the duration of this Agreement, the registration of its registered Trademarks, including, without limitation, renewing its registered Trademarks and filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the visitation, audit, and inspection rights with respect to such Company and its Collateral as set forth in the Loan Agreement.

6. Until Full Payment of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except licenses to customers, vendors, suppliers, agents or other service providers of the Companies in the Ordinary Course of Business.

7. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or registered trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and such Company shall give to Agent prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof. Agent shall use reasonable efforts to give notice to the applicable Company in connection with Agent's amendment of Exhibit A.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under any other Applicable Law. Without limiting the generality of the foregoing, if an Event of Default exists, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to any Company, each of which each Company hereby expressly waives, and without advertisement (except as other required by Applicable Law), collect directly any payments due to any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Each Company hereby agrees that ten (10) days written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or

disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right each of the Companies hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations, in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the Companies. If any deficiency shall arise, the Companies and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Agent, and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise in protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Companies, jointly and severally (it being the intent of the Companies and Agent that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Companies, jointly and severally to Agent within ten (10) days after demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable to U.S. Base Rate Loans.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. The Companies shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to the Companies' reasonable discretion in the ordinary course of business, or, if an Event of Default exists, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are reasonably deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such

applications or proceedings shall be borne by the Companies, jointly and severally. No Company shall abandon any right to file a trademark application, or any pending trademark application or Trademark without the prior written consent of Agent; provided, however, that each Company shall be permitted to (i) license Trademarks in the Ordinary Course of Business, and (ii) abandon, fail to maintain, not renew or cancel any Trademarks that are not material to the business of such Company in such Company's reasonable business judgment.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Companies shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Companies shall, within ten (10) days after demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of its rights under this paragraph 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Agent may discharge such obligations in such Company's name or in Agent's name, in Agent's sole discretion, but at the Companies' expense, and the Companies agree jointly and severally to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between the Companies and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part, in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Agent.

20. Each Company hereby waives notice of Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to conflict of law principles thereof other than Section 5-1401 of the New York General Obligations Law.

22. To the fullest extent permitted by Applicable Law, each Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank;
signatures begin on following page]

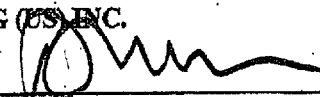
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the day and year first written above.

COMPANIES:


INTERTAPE POLYMER CORP.

By: 
Burgess H. Hildreth, Vice President

IPG (US) INC.

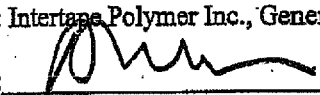
By: 
Burgess H. Hildreth, Vice President

IPG (US) HOLDINGS INC.

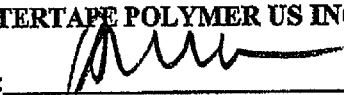
By: 
Burgess H. Hildreth, Vice President

IPG HOLDINGS LP

By: Intertape Polymer Inc., General Partner


By: 
Burgess H. Hildreth, Vice President

INTERTAPE POLYMER US INC.

By: 
Burgess H. Hildreth, Vice President
Human Resources

[Signatures continue on following page.]

POLYMER INTERNATIONAL CORP.

By: 
Burgess H. Hildreth, President


IPG FINANCIAL SERVICES INC.

By: 
Burgess H. Hildreth, Vice President

[Signatures continue on following page.]

ACCEPTED:

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Seth Benefield
Title: Vice President

State of Florida

County of Manatee

2008

BEFORE ME, the undersigned authority, on this day personally appeared Burgess H. Hildreth, the Vice President of INTERTAPE POLYMER CORP., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of March, 2008.

Ch. Brown

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

State of Florida

County of Manatee

2008



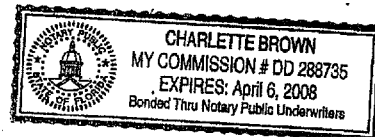
BEFORE ME, the undersigned authority, on this day personally appeared Burgess H. Hildreth, the Vice President of IPG (US) INC., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of March, 2008.

Ch. Brown

Notary Public
My Commission Expires:

[NOTARIAL SEAL]



Trademark Security Agreement

State of Florida

County of Manatee

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BEFORE ME, the undersigned authority, on this day personally appeared Burgess H. Hildreth, the Vice President of IPG (US) HOLDINGS INC., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of March, 2008.

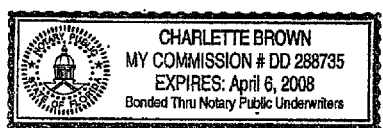
Ch Brown
Notary Public
My Commission Expires:

[NOTARIAL SEAL]

State of Florida

County of Manatee

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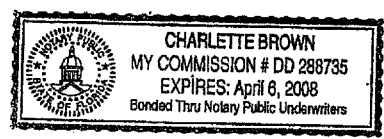


BEFORE ME, the undersigned authority, on this day personally appeared Burgess H. Hildreth, the Vice President of INTERTAPE POLYMER INC., which is the general partner of IPG HOLDINGS LP, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of March, 2008.

Ch Brown
Notary Public
My Commission Expires:

[NOTARIAL SEAL]



Trademark Security Agreement

State of Florida

County of Manatee

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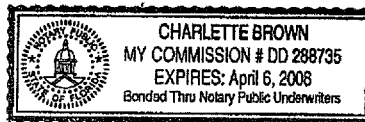
BEFORE ME, the undersigned authority, on this day personally appeared Burgess H. Hildreth, the Vice President Human Resources of **INTERTAPE POLYMER US INC.**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of March, 2008.

Ch Brown

Notary Public
My Commission Expires:

[NOTARIAL SEAL]



State of Florida

County of Manatee

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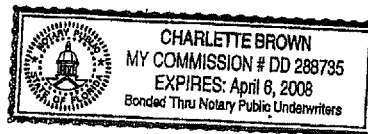
BEFORE ME, the undersigned authority, on this day personally appeared Burgess H. Hildreth, the President of **POLYMER INTERNATIONAL CORP.**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of March, 2008.

Ch Brown

Notary Public
My Commission Expires:

[NOTARIAL SEAL]



Trademark Security Agreement

State of Florida

County of Manatee

SS
SS
SS

BEFORE ME, the undersigned authority, on this day personally appeared Burgess H. Hildreth, the Vice President of IPG FINANCIAL SERVICES INC., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

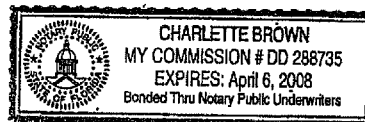
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of March, 2008.

Ch Brown

Notary Public

My Commission Expires:

[NOTARIAL SEAL]



Trademark Security Agreement

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE ME, the undersigned authority, on this day personally appeared Seth Benefield, Vice President of BANK OF AMERICA, N.A., as Agent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 28th day of March, 2008.

Jarah C. Elliott
Notary Public
My Commission Expires:

[NOTARIAL SEAL]

Notary Public, DeKalb County, Georgia
My Commission Expires June 7, 2009

EXHIBIT A

Trademarks

<u>N/o</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Serial No.</u>
1.	A (Stylized)*	2,142,604	75254382
2.	A (Stylized)*	1,392,306	73514808
3.	ALLTAC	1,364,485	73532437
4.	ANCHOR	2,132,287	75217743
5.	ANCHORBOND*	1,486,133	73668989
6.	ANCHOR/MASK (Stylized)	1,491,110	73682189
7.	ANCHOR ADVANCED ADHESIVES	2,134,151	75217734
8.	ANCHOR CONTINENTAL*	1,488,442	73682177
9.	ANCHOR TAPES (and Design)*	1,492,235	73682179
10.	AMERICAN	0,909,898	72334037
11.	A AMERICAN FILM (and Design)*	2,156,072	75106834
12.	AMERICAN TAPE A (and Design)*	1,392,307	73514809
13.	CONTINENTAL STENCIL	1,526,798	73682241
14.	CP (and Design)*	1,384,952	73430482
15.	DIY	None	76577457
16.	DUCT SHEETZ	None	76577461
17.	EXLFILM QSL	3,059,336	76577453
18.	EXLVALUE (and Design)	2,894,514	76509844
19.	GLASS-PAK	1,444,127	73629090
20.	GLASS WEB*	1,274,336	73398963
21.	GREEN CORE	1,274,334	73398938
22.	GREY CORE*	1,294,242	73398952
23.	I (stylized)	2,926,173	76509843
24.	INTERPACK	None	76509011
25.	LEGEND	1,866,998	74463540
26.	MAIL AWAY UGLY TAPE	None	76577452
27.	MAILAWAY	1,072,237	73102665
28.	MAX	None	76577455
29.	MOVEDIRECT	3,261,499	76577462
30.	NOVATHENE HAYMASTER	2,985,813	76489830
31.	PADLOCK	0,663,954	72037715
32.	PG-27 DRAPEFAST PAINT MASKING SYSTEM (and Design)	2,882,345	76388663
33.	POLYSEAL	1,371,287	73432471
34.	POCKET	2,310,011	75356108
35.	POWER PAK	1,389,900	73543887
36.	PRO-MASK BLUE	1,974,541	74532699
37.	PRO-MASK WALLSAFE	2,985,980	76577450
38.	PRO-MASK 20	None	76437993
39.	PRO-MASK 21	None	76438018
40.	PRO-MASK 29	None	76437761

41.	PRODUCTION SHOP	1,778,924	74323134
42.	QUICK FIND EDGE	2,480,977	75374518
43.	QUIZZLE	None	76577,460
44.	REDCORE (Stylized)*	0,634,710	72000166
45.	REX-O-GLASS*	0,634,713	72000169
46.	SAFE T SEAL*	0,860,787	72287952
47.	SAFETEX*	1,279,841	73398950
48.	SEAMS REAL EASY	2,119,879	75217740
49.	SIGNBLAST	1,259,422	73394844
50.	SILENCER	2,276,456	75306692
51.	SILENT SEAL*	2,370,361	75629476
52.	STAGE TAPE (and Design)	1,729,346	74211236
53.	STRES-PRUF*	1,279,842	73398967
54.	STRETCHFLEX (and Design)	2,902,788	76509,845
55.	THE LIGHT GAUGE SOLUTION	2,964,742	76577463
56.	TUFFSTUFF	1,805,284	74319959
57.	UGLY TAPE	None	76577454
58.	UNITED (and Design)	1,713,657	74137878
59.	WALLSAFE	2,985,981	76577451
60.	WHISPER SMOOTH	2,697,480	76366225
61.	XHD.	2,985,982	76577456
62.	ZAP	None	76577458
63.	ZAP FILM	None	76577459
64.	ZONE GUARD (Stylized)	1,681,198	74140131
65.	CAJUN	1,992,106	74616893
66.	LE GRAND SACK*	1,325,904	73470098

EXHIBIT B

<u>Matter #</u>	<u>Mark</u>	<u>Country</u>	<u>Reg/Serial #</u>	<u>Owner</u>
287	ADVERPAK	US	76,672,298	IPC
288	CLARITY	US	76,673,657	IPC
289	CLARITY 20/20	US	76,672,296	IPC
249	DELTA FORCE	US	3,261,600	IPC
290	DTE	US	76,672,391	IPC
291	DUCTSHEETZ	US	76,672,392	IPC
252	EZCLEAR (and Design)	US	3342525	IPC
297	FORTRESS	US	76,673,655	IPC
259	GENESYS	US	3,216,761	IPC
292	GOLDSEAL	US	76,672,390	IPC
205	I INTERTAPE BRAND (and Design)	US	76,635,267	IPC
293	ICUSHION	US	76,672,299	IPC
286	NOVA-SEAL	US	3,321,100	IPC
294	PRESERVATION	US	76,672,388	IPC
263	PRO-MASK GREEN	US	3,305,144	IPC
262	PRO-MASK LACQUER	US	3,305,141	IPC
261	PRO-MASK PAINTERS	US	3,305,143	IPC
295	SEAL-N-GO	US	76,672,297	IPC
296	VENOM	US	76,672,389	IPC
135	ALLTAC	US	1,364,485	IPC
110	AMERICAN	US	0,909,898	IPC
228	AMERICAN AUTOMOTIVE TAPES (and Design)	US	3,052,575	IPC
119	ANCHOR	US	2,132,287	IPC
120	ANCHOR ADVANCED ADHESIVES	US	2,134,151	IPC
	ANCHOR CONTINENTAL	US	1,488,442	IPC
	ANCHOR TAPES (and Design)	US	1,492,235	IPC
125	ANCHOR/MASK (Stylized)	US	1,491,110	IPC

<u>Matter #</u>	<u>Mark</u>	<u>Country</u>	<u>Reg/Serial #</u>	<u>Owner</u>
300	ANCHORBOND	US	1,486,133	IPC
226	ARMOUR TOUGH TAPE	US	76,682,816	IPC
129	AQUAMASTER (and Design)	US	3,067,250	IPC
210	CONTINENTAL STENCIL	US	1,526,798	IPC
201	EXLFILM QSL	US	3,059,336	IPC
146	EXLVALUE (and Design)	US	2,894,514	IPC
147	GLASS-PAK	US	1,444,127	IPC
203	GREEN CORE	US	1,274,334	IPC
175	I (stylized)	US	2,926,173	IPC
206	LEGEND	US	1,866,998	IPC
152	NOVA-THENE HAYMASTER	US	2,985,813	IPC
193	PADLOCK	US	0,663,954	IPC
133	PG-27 DRAPEFAST PAINT MASKING SYSTEM (and Design)	US	2,882,345	IPC
116	POCKET	US	2,310,011	IPC
134	PRODUCTION SHOP	US	1,778,924	IPC
207	PRO-MASK BLUE	US	1,974,541	IPC
156	PRO-MASK WALLSAFE	US	2,985,980	IPC
254	QUICK FIND EDGE	US	2,480,977	IPC
301	REDALERT	US	3,056,992	IPC
162	REDLINE	US	76,683,756	IPC
164	SEAMS REAL EASY	US	2,119,879	IPC
166	SIGNBLAST	US	1,259,422	IPC
200	STAGE TAPE (and Design)	US	1,729,346	IPC
179	STRETCHFLEX (and Design)	US	2,902,788	IPC
251	THE LIGHT GAUGE SOLUTION	US	76,577,463	IPC
191	TUFFSTUFF	US	1,805,284	IPC
208	UGLY TAPE LOOKS UGLY HOLDS UGLY (and Design)	US	3,025,843	IPC
	UNITED (and Design)	US	1,713,657	IPC
	WALLSAFE	US	2,985,981	IPC

<u>Matter #</u>	<u>Mark</u>	<u>Country</u>	<u>Reg/Serial #</u>	<u>Owner</u>
299	WEEKEND TAPE	US	76,682,326	IPC
194	WHISPER SMOOTH	US	2,697,480	IPC
213	XHD (I.C. 17 - Industrial Use)	US	2,985,982	IPC
178	ZONE GUARD (Stylized)	US	1,681,198	IPC
16	SAFE T SEAL	US	0,860,787	IPC

*A = Application
R = Registration