

02-03-2009

Form PTO-1594 (Rev. 10-08)  
OMB Collection 0651-0027 (exp. 11/30/2008)

NT OF COMMERCE  
nd Trademark Office



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

50.2.7

1. Name of conveying party(ies):

AEP INDUSTRIES, INC.  
125 Phillips Avenue  
South Hackensack, New Jersey 07606

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 11/7/08

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Folene Packaging LLC

Internal

Address: c/o Alan J. Garfunkel, Esq.

Street Address: 63 Lincoln Road

City: Scarsdale

State: New York

Country: USA

Zip: 10583

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship United States  
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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2215417

Additional sheet(s) attached?  Yes  No

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

TYPED DRAWING - "FLXTITE"

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

Name: Folene Packaging LLC

Internal Address: c/o Alan J. Garfunkel, Esq.

Street Address: 63 Lincoln Road

City: Scarsdale

State: New York

Zip: 10583

Phone Number: (212) 888-7300

Fax Number: (212) 888-7306

Email Address: AGarfunkel@garfunkel.biz

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(h)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

11/7/08

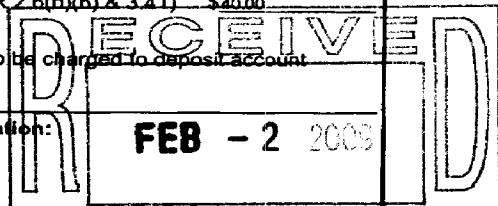
Date

Lawrence Noll

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



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**TRADEMARK ASSIGNMENT**

**WHEREAS**, AEP Industries Inc., a Delaware corporation ("Assignor"), has adopted, used and is using the trademarks listed on Schedule A hereto (the "Marks"); and


**WHEREAS**, Assignor owns the Trademark Registrations listed on Schedule A hereto (the "Trademark Registrations"); and

**WHEREAS**, Folene Packaging LLC, a New York limited liability company ("Assignee"), desires to obtain all rights in and to the Marks and the Trademark Registrations.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms of the Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Assignor and Assignee, Assignor hereby assigns, transfers, conveys and delivers to Assignee all right, title and interest in and to the Marks, the Trademark Registrations and all other registrations and applications to register the Marks, the right to recover for any and all past infringements of the Marks, and the goodwill of the related to the Marks. Nothing in this Assignment shall be deemed to supersede, enlarge upon, limit or modify any of the obligations, agreement, covenants, representations or warranties of Assignee or Assignor contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment. If any conflict exists between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of November 7, 2008.

**AEP INDUSTRIES INC.**

By:   
Name: Lawrence R. Dool  
Title: VP, Sales and Administration

STATE OF New Jersey )  
 ) SS:  
COUNTY OF Bergen )

On the 7th day of November, 2008 before me, a Notary Public of the State of New Jersey, personally came Lawrence R. Hall to me known, who, being by me duly sworn, did depose and say that (s)he resides at Haddonfield Rd, Clayton, N.J.; that (s)he is the V.P. / Exec. Administrator of AEP INDUSTRIES INC., the corporation described in and which executed the foregoing instrument; and that (s)he has authority to do so on behalf of such corporation.

Sandra Major  
Notary Public

SANDRA MAJOR  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 6/22/2010

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FLXTITE REGISTERED TRADE MARKS

Mark	Country	Mark Holder	Application No.	Application Date	Registration No.	Class	Registered	Expires
FLXTITE	USA	AEP INDUSTRIES INC.	75/308989	06/16/97	2215417	16	12/29/98	12/29/18

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