

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
ECP GP II Inc.		05/09/2009	CORPORATION: CANADA
ECP L.P.		05/02/2009	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Banking Association - USA:		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1294369	NOVA-PAC	
Registration Number:	1283415	NOVA-THENE	
Registration Number:	1844107	HSD	
Registration Number:	2236991	STRETCHFLEX	
Registration Number:	2336927	EXLFILM	
Registration Number:	2548676	EXLFILM PLUS	
Registration Number:	1604342	TWINGUARD	
Registration Number:	3349519	FLEX-GARD	
Registration Number:	1569597	FIBERFORCE	
Registration Number:	2308750	BUTCHERS SELECT	
Registration Number:	2320612	OCEAN SELECT	

CH \$290.00 1294369

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: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689-48 INTERTAPE
NAME OF SUBMITTER:	Bobbi Accord
Signature:	/ba/
Date:	10/01/2009

Total Attachments: 11
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This amended and restated TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 2nd day of May, 2009, by and among ECP GP II INC. ("ECP GP"), a corporation formed under the laws of Canada, ECP L.P. ("ECP LP"), a limited partnership formed under the laws of Ontario (ECP GP and ECP LP 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 continue 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 as of March 28, 2008 (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 was the execution and delivery by Intertape Polymer Inc. and ECP LP of a trademark security agreement dated as of March 28, 2008 (the "Existing Trademark Security Agreement").

Intertape Polymer Inc. transferred all of its trademarks to ECP LP pursuant to an Asset Purchase Agreement dated as of December 31, 2008 (the "2008 Asset Transfer").

ECP LP transferred some of its trademarks to ECP GP pursuant to an Asset Purchase Agreement dated as of the date hereof (the "2009 Asset Transfer" and, collectively with the 2008 Asset Transfer, the "Asset Transfers").

In order to account for the Asset Transfers, Agent and Lenders have agreed, subject to the terms of this Agreement, to amend and restate the Existing Trademark Security Agreement in its entirety to read as set forth herein, and it has been agreed by the parties hereto that the Secured Obligations outstanding under the Existing Trademark Security Agreement shall be governed by the amended and restated terms and conditions contained herein.

To induce Agent and Lenders to continue 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 all other indebtedness, liabilities and 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, (all of the foregoing trademarks, trademark registrations, trade names, applications, renewals, are hereinafter collectively referred to as the "Trademarks"); (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 of the Company corresponding thereto throughout the world; and

(b) all proceeds of the foregoing

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

(a) Each of the Trademarks that have been registered is subsisting and has not been adjudged invalid or unenforceable by a court or regulatory authority of competent jurisdiction;

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

(d) To its knowledge, each of the registered Trademarks is valid and enforceable;
and

(e) Subject to Section 12, 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:

(c) 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 any applicable domestic and 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 Trademark 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 non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Companies in the regular and ordinary course of the Companies' business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Companies' obligations under this Agreement.

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, provided that upon amendment of Exhibit A, the applicable Company shall receive notice in writing of the trademarks or trademark applications to be added to Exhibit A.

9. At any time that an Event of Default exists and is continuing, 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 PPSA and all other rights and remedies under any other Applicable Law. Without limiting the generality of the foregoing, 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 otherwise 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 and be continuing: 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 CIPO 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 **on 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 in accordance with the Loan Agreement.

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, during the existence and continuation of an Event of Default, 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 by Agent to preserve and maintain all rights in the Trademarks, unless, in any such case, the corresponding Company has reasonably determined that such Trademark is no longer material to the conduct of its business in any or all jurisdictions. 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, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business in any or all jurisdictions.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists and is continuing, 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 promptly, **upon 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 and is continuing, 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 subject to Section 21 hereof 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 amends and restates the Existing Trademark Security Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Trademark Security Agreement are hereby renewed, amended, restated and superseded in their entirety according to the terms and provisions set forth herein. This Agreement does not constitute, nor shall it result in, a waiver of or release, discharge or forgiveness of any amount payable pursuant to the Existing Trademark Security Agreement or the other Loan Documents or any indebtedness, liabilities or obligations of the Obligors thereunder.

22. This Agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario.


23. 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 as of the day and year first written above.

COMPANIES:

ECP GP II INC., in its own capacity

By: 
Name: Victor DiTommaso
Title: Vice President

**ECP L.P., acting through its general partner,
ECP GP II INC.**

By: 
Name: Victor DiTommaso
Title: Vice President

[Signatures continue on following page.]

ACCEPTED:

BANK OF AMERICA, N.A.,
as Agent


By: 
Name: **Seth Benefield**
Title: **Senior Vice President**

EXHIBIT ATrademarksCanadian Trademarks

Owner	Trade-mark	Application Number	Registration Number
ECP L.P.	ANCHOR & DESIGN	844,772	TMA493,341
ECP L.P.	AQUAMASTER	1,307,892	
ECP L.P.	CAJUN	793,873	TMA476,537
ECP L.P.	CARTON MASTER	708,963	TMA419,601
ECP L.P.	CLASSIC	805,941	TMA472,354
ECP L.P.	ECOBUBBLE	780,473	TMA465,244
ECP L.P.	EXLFILM & DESIGN	719,031	TMA506,820
ECP L.P.	EXLFILM PLUS DESIGN	861,301	TMA537,743
ECP L.P.	EXLVALUE & DESIGN	1,179,372	TMA650,884
ECP L.P.	HSD	713,185	TMA432,269
ECP L.P.	HSD 200048	713,184	TMA431,716
ECP L.P.	I & DESIGN	1,179,371	TMA659,025
ECP L.P.	INTERPACK	1,179,374	
ECP L.P.	INTERTAPE	501,363	TMA292,887
ECP L.P.	INTERTAPE & DESIGN	652,975	TMA390,498
ECP L.P.	INTERTAPER	652,588	TMA407,883
ECP L.P.	LEGEND	805,940	TMA474,975
ECP L.P.	NOVA-PAC	466,713	TMA273,837

ECP L.P.	NOVA-SEAL	1,288,200	
ECP L.P.	NOVA-SHIELD	1,286,281	TMA683,153
ECP L.P.	NOVA-THENE	466,712	TMA274,570
ECP L.P.	PG 27 DRAPE FAST PAINT MASKING SYSTEM & DESIGN	1,149,523	TMA647,889
ECP L.P.	PRO-MASK GREEN	1,259,391	
ECP L.P.	STRETCHFLEX	794,349	TMA527,504
ECP L.P.	STRETCHFLEX DESIGN	881,226	TMA541,142
ECP L.P.	STRETCHFLEX & DESIGN	1,179,373	TMA658,497
ECP L.P.	STRETCHING THE POSSIBILITIES DESIGN	881,227	TMA541,296
ECP L.P.	TAPE	805,942	TMA478,427
ECP L.P.	TAPE, INC. & DESIGN	805,943	TMA477,530
ECP L.P.	TRU-TEST	708,960	TMA415,810
ECP L.P.	UNIVERSAL	746,433	TMA438,870
ECP GP II INC.	COPACO		UCA06567
ECP GP II INC.	FIBERFORCE		TMA354,625
ECP GP II INC.	FLEX-GUARD		TMA528,057
ECP GP II INC.	FLEXIA CORPORATION		TMA561,675

United States of America Trademarks

Owner	Trade-mark	Application Number	Registration Number
ECP L.P.	NOVA-PAC	73424406	1294369
ECP L.P.	NOVA-THERE	73424371	1283415
ECP L.P.	HSD	74369863	1844107
ECP L.P.	STRETCHFLEX	75018350	2236991
ECP L.P.	EXLFILM	74390441	2336927
ECP L.P.	EXLFILM PLUS	75477625	2548676
ECP GP II INC.	TWINGUARD		1604342
ECP GP II INC.	FLEX-GUARD		3349519
ECP GP II INC.	FIBERFORCE		1569597
ECP GP II INC.	BUTCHERS SELECT & DESIGN		2308750
ECP GP II INC.	OCEAN SELECT & DESIGN		2320612