

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chelsea Industries, Inc.		10/14/2011	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AEP Industries Inc.		
<b>Street Address:</b>	125 Phillips Avenue		
<b>City:</b>	South Hackensack		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07606		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3304117	ERASE 'N TOSS	
Registration Number:	3068259	GOOD SENSE	
Registration Number:	3178338	GOOD SENSE	
Registration Number:	3169516	MOP 'N TOSS	
Registration Number:	2929028	GOOD 'N TUFF	
Registration Number:	2986347	SLIDE 'N SEAL	
Registration Number:	3456718	EARTH SENSE	
Registration Number:	3362147	RECLAIM	
Registration Number:	2567949	THICK 'N TUFF	
Registration Number:	2785104	HANDLES	
Registration Number:	2344053	EARTH SMART	
Registration Number:	1994932	KEEP FRESH	
Registration Number:	2044719	KITCHEN SCENTSATIONS	
Registration Number:	1941283	TUFFSTUFF	

CH \$965.00 3304117

**TRADEMARK**

Registration Number:	1911321	TUFFSTUFF
Registration Number:	1920931	RECLAIM 100
Registration Number:	1802070	HANDI-BAG
Registration Number:	1842358	ULTRA GOOD SENSE
Registration Number:	1841325	WEBSTER ULTRA PLUS
Registration Number:	1762802	GOOD SENSE
Registration Number:	1671742	SURE-TUFF
Registration Number:	1689581	PLATINUM PLUS
Registration Number:	1508095	DRAW 'N TIE
Registration Number:	1521875	GOOD SCENTS
Registration Number:	1582061	KEEP FRESH
Registration Number:	1460105	GOOD SENSE
Registration Number:	1346263	SURE-TUFF
Registration Number:	1285290	GOOD 'N TUFF
Registration Number:	1188691	GOOD SCENTS
Registration Number:	0962345	BES-PAK
Serial Number:	77188419	EARTH SENSE
Serial Number:	78904966	BES PAK
Serial Number:	85146274	EASYTWIST
Serial Number:	85404017	PERFECT FIT
Serial Number:	77854979	SOURCE SMART
Serial Number:	78915246	TUFF STUFF
Serial Number:	78828364	XTREMEFLEX
Serial Number:	77831758	XTREMEGRIP

**CORRESPONDENCE DATA**

Fax Number: (248)566-8531  
Phone: 248-566-8530  
Email: [tmddocketing@honigman.com](mailto:tmddocketing@honigman.com)  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Honigman Miller Schwartz and Cohn llp  
Address Line 1: 39400 Woodward Avenue, Suite 101  
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	203983-312411
NAME OF SUBMITTER:	Julie E. Kretzschmer

/Julie E. Kretzschmer/

Date:

10/14/2011

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT ("**Assignment**"), is effective as of October 14, 2011 between Chelsea Industries, Inc., a Massachusetts corporation ("**Chelsea**"), Bes-Pak & Company, Inc., a Massachusetts corporation ("**Bes-Pak**"), FESC Corp., a Pennsylvania corporation ("**FESC**"), and RSMC, Inc., a Massachusetts corporation ("**RSMC**"), and together with Chelsea, Bes-Pak and FESC shall be referred to herein collectively as "**Assignors**"), and AEP Industries Inc., a Delaware corporation ("**Assignee**"). Assignee and Assignors are referred to herein individually as a "**Party**" and collectively, as the "**Parties**".

**RECITALS:**

WHEREAS, CI Holdings Corp., a Massachusetts corporation, Assignors and Assignee have entered into that certain Asset Purchase Agreement as of September 27, 2011 whereby Assignors are selling certain assets of the Business (defined below) to Assignee and Assignee is assuming certain liabilities of the Business (the "**Asset Purchase Agreement**");

WHEREAS, Assignors desire to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignors, all of Assignors' right, title and interest in and to Assignors' rights that are inherent in or relating to the business of manufacturing, marketing and distributing plastic film trash bags and plastic cast film food bags (the "**Business**"); and

WHEREAS, pursuant to the foregoing, Assignors desire to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignors, all of the Marks and Patents of Assignors associated with the Business as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignors under the Asset Purchase Agreement, the receipt of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. **Marks**. Assignors hereby irrevocably sell, assign, convey, grant and transfer to Assignee, and its successors and assigns, all of Assignors' right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names, domain names and all applications therefore that are used in the Business (the "**Marks**"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in **Exhibit A**, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Patents**. Assignors hereby irrevocably hereby sell, assign, convey, grant and transfer unto to Assignee, and its successors and assigns, their entire right, title and interest in and to any and all worldwide patent rights and rights of similar nature that are used in the Business, including those items set forth on the attached **Exhibit B** (the "**Patents**"), along with their entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of said Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which

have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignors had this assignment and sale not been made.

3. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignors agree that they shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Patents and Marks listed above, or assist any third party in any of the foregoing.

4. **Further Assurances.** Assignors will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks and Patents assigned herein.

5. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignors and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

6. **Conflict With Asset Purchase Agreement.** This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Asset Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Facsimile Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

9. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

10. **Amendment.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignors, on the one hand, and Assignee, on the other hand.

*[Signature page to Intellectual Property Assignment]*


IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:**

**ASSIGNEE:**

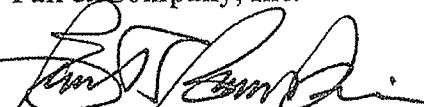
**Chelsea Industries, Inc.**

**AEP Industries Inc.**


By:   
Name: Emil S. Bernstein  
Title: Executive Vice President

By: \_\_\_\_\_  
Name: Paul M. Feeney  
Title: Executive Vice President, Finance  
and Chief Financial Officer

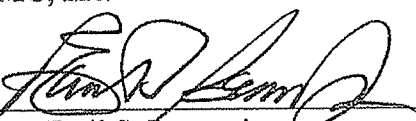
**Bes-Pak & Company, Inc.**

By:   
Name: Emil S. Bernstein  
Title: Executive Vice President

**FESC Corp.**

By:   
Name: Emil S. Bernstein  
Title: Executive Vice President

**RSMC, Inc.**

By:   
Name: Emil S. Bernstein  
Title: Executive Vice President

*[Signature page to Intellectual Property Assignment]*

**IN WITNESS WHEREOF**, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:**

**Chelsea Industries, Inc.**

By: \_\_\_\_\_  
Name: Emil S. Bernstein  
Title: Executive Vice President

**Bes-Pak & Company, Inc.**

By: \_\_\_\_\_  
Name: Emil S. Bernstein  
Title: Executive Vice President

**FESC Corp.**

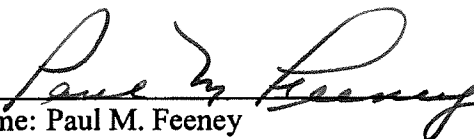
By: \_\_\_\_\_  
Name: Emil S. Bernstein  
Title: Executive Vice President

**RSMC, Inc.**

By: \_\_\_\_\_  
Name: Emil S. Bernstein  
Title: Executive Vice President

**ASSIGNEE:**

**AEP Industries Inc.**

By:   
Name: Paul M. Feeney  
Title: Executive Vice President, Finance  
and Chief Financial Officer

## EXHIBIT A

### Marks

Trademark Name	Registration Number	Registration/Filing Date	Jurisdiction
ERASE 'N TOSS	3304117	10/2/2007	U.S.
GOOD SENSE	3068259	3/14/2006	U.S.
GOOD SENSE	3178338	11/28/2006	U.S.
MOP 'N TOSS	3169516	11/7/2006	U.S.
GOOD 'N TUFF	2929028	3/11/2005	U.S.
SLIDE 'N SEAL	2986347	8/16/2005	U.S.
EARTH SENSE	3456718	7/11/2008	U.S.
RECLAIM	3362147	1/1/2008	U.S.
THICK 'N TUFF	2567949	5/7/2002	U.S.
HANDLES	2785104	11/18/2003	U.S.
EARTH SMART	2344053	4/18/2000	U.S.
KEEP FRESH	1994932	8/20/1996	U.S.
KITCHEN SCENTSATIONS	2044719	3/11/1997	U.S.
TUFFSTUFF	1941283	12/12/1995	U.S.
TUFFSTUFF	1911321	8/15/1995	U.S.
RECLAIM 100	1920931	9/19/1995	U.S.
HANDI-BAG	1802070	11/2/1993	U.S.
ULTRA GOOD SENSE	1842358	6/28/1994	U.S.
WEBSTER ULTRA PLUS	1841325	6/21/1994	U.S.
GOOD SENSE	1762802	4/6/1993	U.S.
SURE-TUFF	1671742	1/14/1992	U.S.
PLATINUM PLUS	1689581	5/16/1992	U.S.
DRAW 'N TIE	1508095	10/11/1988	U.S.
GOOD SCENTS	1521875	1/24/1989	U.S.
KEEP FRESH	1582061	2/6/1990	U.S.
GOOD SENSE	1460105	10/6/1987	U.S.
SURE-TUFF	1346263	7/2/1985	U.S.
GOOD 'N TUFF	1285290	7/10/1984	U.S.
GOOD SCENTS	1188691	2/21/1982	U.S.
BES-PAK	0962345	7/3/1973	U.S.
GOOD SENSE	TMA436767	6/19/1992	Canada
SURE-TUFF	320417	11/7/1986	Canada
GOOD SENSE	TMA435275	11/11/994	Canada
EARTH SENSE (BLOCK)	TMA561414	5/6/2002	Canada
RECLAIM (& RECYCLE LOGO)	1051862	7/31/2008	Mexico
RECLAIM (&RECYCLE LOGO)	1377774	11/2/2008	Canada
EARTH SENSE (BLOCK)	1373290	11/22/2007	Canada
EASY TWIST (BLOCK)	1418542	11/17/2008	Canada
EARTHSENSE	77/188419	5/23/2007	U.S.
SOURCE SMART (BLOCK)	1456670	4/14/10	Canada
XTREMEGRIP (BLOCK)	1454641	4/14/10	Canada
BES-PAK (BLOCK)	78/904966	5/8/07	U.S.
EASYTWIST LOGO	85/146274	PENDING	U.S.
PERFECT FIT (BLOCK)	85/404017	PENDING	U.S.
RECLAIM (& RECYCLE LOGO)	77/183298	10/16/07	U.S.
SOURCE SMART (BLOCK)	77/854979	2/16/10	U.S.



Trademark Name	Registration Number	Registration/Filing Date	Jurisdiction
TUFF STUFF (BLOCK)	78/915246	2/13/07	U.S.
XTREMEFLEX (BLOCK)	78/828364	10/24/06	U.S.
XTREMEGRIP (BLOCK)	77/831758	3/23/10	U.S.

**EXHIBIT B**

**Patents**

None.

ACTIVE.9806882.1