

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.		04/10/2012	CORPORATION: DELAWARE
IPG (US) Inc.		04/10/2012	CORPORATION: DELAWARE
IPG (US) Holdings Inc.		04/10/2012	CORPORATION: DELAWARE
IPG Holdings LP		04/10/2012	LIMITED PARTNERSHIP: DELAWARE
Intertape Polymer US Inc.		04/10/2012	CORPORATION: DELAWARE
Polymer International Corp.		04/10/2010	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Agent
<b>Street Address:</b>	300 Galleria Parkway
<b>Internal Address:</b>	Suite 800
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30339
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Registration Number:	1569597	FIBERFORCE
Registration Number:	1713657	UNITED
Registration Number:	2697480	WHISPER SMOOTH
Registration Number:	2985982	XHD
Registration Number:	1681198	ZONE GUARD
Registration Number:	3796838	BLOC IT PAINTERS TAPE
Registration Number:	3697370	CENTRAL
Registration Number:	4084082	FIREFLY

CH \$940.00 1569597

Registration Number:	3870687	INTERTAPE POLYMER GROUP
Serial Number:	85228724	INTERTAPE POLYMER GROUP
Registration Number:	3870684	IPG
Serial Number:	85228772	IPG
Serial Number:	85412906	ITAPE
Registration Number:	3826918	LILI LOW-ENVIRONMENTAL IMPACT LINE FROM INTERTAPE
Serial Number:	85373861	NOVAFLASH
Registration Number:	3186612	NOVA-SHIELD
Registration Number:	3811637	NOVA XF WRAP
Registration Number:	3794147	NOVA WRAPPER
Registration Number:	3869987	NOVA AUTO WRAPPING SYSTEM
Registration Number:	3593291	ORANGE MASK
Registration Number:	3994366	PROLITE
Serial Number:	85339009	PROLITE
Serial Number:	77710593	PST16
Registration Number:	3866988	PST 16
Registration Number:	3894606	SUPERFLEX
Registration Number:	0663308	CROWELL
Registration Number:	0796992	CROWLOK
Registration Number:	0669751	
Registration Number:	1348935	
Registration Number:	1780041	
Registration Number:	2336927	EXLFILM
Registration Number:	2548676	EXLFILM PLUS
Registration Number:	1844107	HSD
Registration Number:	1294369	NOVA-PAC
Registration Number:	1283415	NOVA-THENE
Registration Number:	2236991	STRETCHFLEX
Registration Number:	1604342	TWINGUARD

**CORRESPONDENCE DATA**

Fax Number: 4045235300

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 404-420-4336

Email: lrb@phrd.com

**TRADEMARK**  
**REEL: 004759 FRAME: 0266**

Correspondent Name: Lauren R. Brown  
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:	Lauren R. Brown
Signature:	/lrb/
Date:	04/18/2012

Total Attachments: 8  
source=20120417152924873#page1.tif  
source=20120417152924873#page2.tif  
source=20120417152924873#page3.tif  
source=20120417152924873#page4.tif  
source=20120417152924873#page5.tif  
source=20120417152924873#page6.tif  
source=20120417152924873#page7.tif  
source=20120417152924873#page8.tif

## **FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into this 10<sup>th</sup> day of April, 2012, 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"; together with LP and US3, 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:**

Reference is made to that certain Trademark Security Agreement among Companies and Agent dated March 28, 2008 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"). Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

Companies, certain of their affiliates, Agent, Lenders and the other parties thereto have entered into that certain Third Amendment to Loan and Security Agreement dated February 1, 2012 (the "Amendment"). In connection with the Amendment, Companies provided to Agent a revised Schedule 9.1.12 to that certain Loan and Security Agreement dated March 28, 2008 (as at any time amended, restated, supplemented, or otherwise modified, the "Loan Agreement"), which revealed additional trademarks and trademark applications of Companies not included as "Trademarks" in the Trademark Security Agreement.

To induce Agent and Lenders to enter into the Amendment, Companies have agreed to revise Exhibit A of the Trademark Security Agreement to include the new trademarks and trademark applications within the definition of "Trademarks" under the Trademark Security Agreement. Subject to the terms and on the conditions contained herein, Companies and Agent hereby agree to enter into this Amendment to revise Exhibit A to the Trademark Security Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

2. **Amendment to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended by adding the trademarks and trademark applications contained on Schedule I to this Amendment to Exhibit A of the Trademark Security Agreement.

3. **Grant of Security Interest.** To secure the prompt payment and performance of the Obligations, Companies hereby pledge, assign, grant and re-grant to Agent a continuing security interest in and Lien upon the Trademark Collateral, including, without limitation, the trademarks and trademark applications listed on Exhibit A attached to this Amendment.

4. **Reaffirmation by Companies.** Each Company hereby restates, reaffirms and ratifies the representations, warranties, covenants and agreements made by such Company in the Trademark Security Agreement. Additionally, each Company hereby represents and warrants to Agent that Exhibit A to the Trademark Security Agreement, as supplemented hereby, contains a complete and accurate list of the Trademarks owned by such Company as of the date hereof (other than with respect to Trademarks that may have become obsolete), and that all such Trademarks described in Schedule I to this Amendment shall constitute Trademark Collateral under the Trademark Security Agreement securing the Obligations. Each Company further represents and warrants to Agent that it has the full authority to enter into this Amendment and to grant the security interests and Liens provided for in the Trademark Security Agreement.

5. **Reference to Trademark Security Agreement.** Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Trademark Security Agreement, as amended by this Amendment.

6. **Effectiveness; Governing Law.** This Amendment shall be effective upon acceptance by Lender (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any conflict of law principles thereof (but giving effect to federal laws relating to national banks).

7. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **No Novation, etc.** Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

9. **Counterparts; Electronic Signatures.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature delivered by a party by facsimile or electronic mail transmission shall be deemed to be an original signature hereto.

10. **Further Assurances.** Each Company agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

11. **Section Titles.** Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

12. **Release of Claims.** Each Company acknowledges and agrees that it has no knowledge or awareness of any actual or potential claim or cause of action against Agent relating to any actions or events occurring on or before the date hereof, and hereby waives and releases any right to assert same.


13. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

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

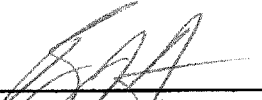
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers on the date first written above.

COMPANIES:

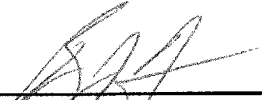
**INTERTAPE POLYMER CORP.**

By:   
Name: Bernard J. Pitz  
Title: Senior Vice President Finance

**IPG (US) INC.**


By:   
Name: Bernard J. Pitz  
Title: Vice President Finance

**IPG (US) HOLDINGS INC.**


By:   
Name: Bernard J. Pitz  
Title: Vice President Finance

**IPG HOLDINGS LP**

By: Intertape Polymer Inc., General Partner

By:   
Name: Bernard J. Pitz  
Title: Vice President Finance

**INTERTAPE POLYMER US INC.**

By:   
Name: Bernard J. Pitz  
Title: Chief Financial Officer

*[Signatures continue on following page.]*

**POLYMER INTERNATIONAL CORP.**

By:  \_\_\_\_\_

Name: Bernard J. Pitz

Title: Vice President Finance

*[Signatures continue on following page.]*



ACCEPTED:

**BANK OF AMERICA, N.A.,**

as Agent

By: 

Name: \_\_\_\_\_

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

**SCHEDULE I**

Trademarks

Trademark Name	Registration / Application Number	Registration Date / Comments
NOVAFLASH	1545648	7/5/2006
AQUAMASTER	1307892	9/29/2011
FIBERFORCE	1569597	12/5/1989 Renewed 5/4/2001
UNITED (and Design)	1713657	9/8/1992
WHISPER SMOOTH	2697480	3/18/2003
XHD	2985982	8/16/2005
ZONE GUARD (Stylized)	1681198	3/31/1992
BLOCIT	3796838	6/1/2010
CENTRAL	3697370	10/20/2009
FIREFLY	4084082	1/10/2012
INTERTAPE POLYMER GROUP	3870687	11/2/2010
INTERTAPE POLYMER GROUP	85/228724	1/28/2011
IPG (Logo)	3870684	11/2/2010
IPG (Logo)	85/228772	1/28/2011
ITAPE	85/412906	9/1/2011
LILI	3826918	8/3/2010
NOVAFLASH	85/373861	7/18/2011
NOVA-SHIELD	3186612	12/19/2006
NOVA XF WRAP	3811637	6/29/2010
NOVA WRAPPER	3794147	5/25/2010

First Amendment to Trademark Security Agreement

NOVA AUTOWRAPPING SYSTEM	3869987	11/2/2010
ORANGE MASK	3593291	3/17/2009
PROLITE (Stylized)	3994366	7/12/2011
PROLITE	85/339009	6/6/2011
PST16 (and Design)	77/710593	4/9/2009
PST16 (and Design)	3866988	3/16/2010
SUPERFLEX (and Design)	3894606	3/27/2009
CROWELL	0663308	6/24/1958
CROWLOK	0796992	10/5/1965
Design only (Crow w/ Tape)	0669751	11/18/1958
Design only (Crow w/ Tape)	1348935	7/16/1985
Design only (Crow w/ Tape)	1780041	7/6/1993
EXILFILM	2336927	4/4/2000
EXLFILM PLUS (and Design)	2548676	3/19/2002
HSD	1844107	6/12/1994
NOVA-PAC	1294369	9/11/1984
NOVA-THENE	1283415	6/26/1984
STRETCHFLEX	2236991	4/6/1999
TWINGUARD	1604342	7/3/1990

ORLDOCS 12463861 1

First Amendment to Trademark Security Agreement