

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

1. Name of conveying party(ies)/Execution Date(s):  
 AEP Industries Inc.

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

Citizenship (see guidelines) Delaware  
 Execution Date(s) October 30, 2008  
 Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)  Yes  
 No

Additional names, addresses, or citizenship attached?  
 No

Name: Wachovia Bank, National Association

Internal Address: \_\_\_\_\_

Street Address: 1133 Avenue of the Americas

City: New York

State: NY

Country: USA Zip: 10036

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other  Citizenship

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)

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other Amended and Restated Trademark Collateral Assignment and Security Agreement

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

A. Trademark Application No.(s) See Attached Exhibit A  
 B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached?  Yes  No

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

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

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 740

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683  
 Expiration Date 11/09

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name: \_\_\_\_\_

9. Signature: Mercedes Farinas Date: 11/6/08

Signature

Mercedes Farinas  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 31

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$740.00 77569766

**EXHIBIT A  
TO  
AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

**U.S. Marks**

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
AEP	74/403968	1896144	USA
AEP	76/451229	2752507	USA
AEP (BLUE LOGO)	76/455754	2801936	USA
AEP INDUSTRIES INC.	76/097599	2506137	USA
ATTACHE and Design	72/306101	869213	USA
BEADSEAL-L	76/178446	2906882	USA
CITIBAG	74/169852	1691496	USA
CLINGCLASSIC	76/288230	2676786	USA
CLINGMASTER	73/781415	1564473	USA
ELITE	77/569766		USA
EXCALIBUR	76/619541	3039532	USA
FAB WRAP	72/442125	974619	USA
FABGUARD	75/586793	2296045	USA
FIRST WRAP	76/345019	2870060	USA
MAPAC	75/454694	2278514	USA
OSC	73/701055	1498646	USA
PERFORMANCE PLUS	73/680017	1550145	USA

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
PROFORMANCE FILMS (Stylized)	75/587300	2640011	USA
RESINITE	73/134515	739023	USA
SEALWRAP	76/175034	2632910	USA
SEALWRAP	75/393797	2221529	USA
SLC	73/829984	1600846	USA
SLC	75/587302	2584205	USA
SUNFILM	73/639532	1458347	USA
XH	76/618517	3098680	USA
XR	76/618520	3202516	USA
ZIP SAFE	76/175035	2640641	USA
ATLANTIS PLASTICS LINEAR STRETCH FILMS and Design	78/429,685	3,010,954	USA
STA-DRI	75/484,941	2,313,280	USA

**Non-U.S. Marks**

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
AF-50	2199704	1837936	Argentina
RMF-61HY	2199703	1785308	Argentina
AEP	923273	923273	Australia
AEP SAFETY SLIDE CUTTER	943002	943002	Australia
MAPAC	798620	798620	Australia
RESINITE	200219	200219	Australia

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
SEALWRAP	537250	537250	Australia
ZIP SAFE	945581	945581	Australia
EURO-M & DESIGN	53445	410521	Benelux
RESINITE	502757	003518	Benelux
AF-50	00576	77251-C	Bolivia
RMF-61HY	00575	77252-C	Bolivia
AF-50	821137093	821137093	Brazil
RMF-61HY	821137085	821137085	Brazil
RESINITE	8521	8521	Bulgaria
CLING	347943	TMA200980	Canada
CLINGMASTER	366131	TMA198281	Canada
DESIGN ONLY	1205,080	TMA644,753	Canada
DESING ONLY	1205,079	TMA664,788	Canada
ELITE	1411531		Canada
EXCALIBUR	1239536	TMA648974	Canada
LOADMASTER	510798	TMA297021	Canada
MAPAC	811492	TMA509091	Canada
OPTIBUN	1324,182		Canada
PROPACAST	0709,214	TMA416,459	Canada
RESINITE	311981	TMA160844	Canada
RESINITE END PANEL PACKAGING DESIGN	1205080	TMA644753	Canada
RESINITE SIDE PANEL PACKAGING	1205079	TMA644788	Canada

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
DESIGN			
SEALWRAP	497531	TMA317220	Canada
SEALWRAP	1085127	TMA605895	Canada
SUNFILM	729279	TMA430770	Canada
X-H	1239479	TMA655486	Canada
X-R	1239482	TMA655702	Canada
ZIP SAFE	1085126	TMA605823	Canada
AF-50	438904	549631	Chile
RMF-61HY	438905	550408	Chile
AF-50	121398	117473	Costa Rica
RMF-61HY	121397	117474	Costa Rica
RESINITE	381-04/93-01/018	Z 930170 A	Croatia
AEP UNIVERSAL WRAP	002706513	002706513	CTM (European Community)
RESINITE	005230735	005230735	CTM (European Community)
UNITER	805812	805812	CTM (European Community)
UNIVEDER	805853	805853	CTM (European Community)
ZIP SAFE	003754884	003754884	CTM (European Community)
RESINITE	63962	172621	Czech Republic
PERFOCUT	VA 05.046 1974	VR 03.815 1975	Denmark
RESINITE	VA 03.215 1965	VR 02.364 1966	Denmark
AF-50	93554	2725-00	Ecuador

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
RMF-61HY	93555	2726-00	Ecuador
RESINITE	93-10039	11900	Estonia
RESINITE	R-1447/88	52426	Finland
RESINITE	700.849	1310893	France
RESINITE	818407	818407	Germany
SUNFILM	1535835	1535835	Great Britain
UNITER	1268 98 TO	816088	Italy
UNIVEDER	1267 98 TO	816087	Italy
RESINITE	M-93-3963	M 15317	Latvia
RESINITE	RL6322	9690	Lithuania
RESINITE	792-95	06574	Macedonia
BEADSEAL	463120	696910	Mexico
ELITE	962335		Mexico
EXCALIBUR	690303	896911	Mexico
MAPAC	248676	512656	Mexico
RESINITE	91200	00385529	Mexico
RESINITE	0120106	397240	Mexico
SEAL WRAP	461645	691447	Mexico
X-H	690304	896912	Mexico
X-R	690305	896913	Mexico
ZIP SAFE	461646	869597	Mexico
AEP	278444	278444	New Zealand
RESINITE	674648	674648	New Zealand

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
RESINITE	674649	674649	New Zealand
RESINITE	66924	66924	Norway
AF-50	000800-99	221093	Paraguay
RMF-61HY	000799-99	221092	Paraguay
MINIWRAP	949647	949647	Spain
MINIWRAP	1177041M4	1177041M4	Spain
RESINITE	2177088	2177088	Spain
RESINITE	3624/65	131277	Sweden
RESINITE	93073952	8694	Ukraine
RESINITE	Z-92-0701	39473	Yugoslavia
PROFLEX – common law rights.			

[EXECUTION]

AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT ("Agreement"), dated October 30, 2008, is by and between AEP Industries Inc., a Delaware corporation ("Debtor"), with its chief executive office at 125 Phillips Avenue, South Hackensack, New Jersey 07606 and Wachovia Bank, National Association, a national banking association, as successor by merger to Congress Financial Corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (in such capacity, "Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor and Secured Party have previously entered into the Trademark Collateral Assignment and Security Agreement, dated November 20, 2001 (as heretofore amended, modified and supplemented, the "Existing Trademark Agreement") pursuant to which Debtor granted to Secured Party a security interest in the Collateral (as hereinafter defined); and

WHEREAS, Secured Party and the parties to the Loan Agreement (as hereinafter defined) as lenders (individually, each a "Lender" and collectively, "Lenders") have or are about to amend and restate the Loan and Security Agreement, dated November 20, 2001, by and among Secured Party, Lenders and Debtor, as heretofore amended, modified or supplemented (the "Existing Loan Agreement") and the other agreements, documents and instruments executed or delivered in connection therewith, as heretofore amended (the "Existing Financing Agreements"), pursuant to which amendment and restatement Lenders, Secured Party and Debtor will amend and restate the existing Loans made to Secured Party pursuant to the Existing Loan Agreement as set forth in the Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Lenders and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"; capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan Agreement) and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

1129285.3

TRADEMARK  
REEL: 003885 FRAME: 0147



WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to amend and restate the loans and advances to Debtor pursuant thereto, Debtor has agreed to amend and restate the Existing Trademark Agreement by executing and delivering to Secured Party this Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees that the Existing Trademark Agreement shall be and hereby is amended and restated as follows:

#### 1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and<sup>\*</sup>indefeasible payment in full of all of the Obligations, Debtor hereby grants to Secured Party for the benefit of itself and Lenders, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party for the benefit of Lenders pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party or any Lender, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under this Agreement, the Loan Agreement or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder, under the Existing Trademark Agreement and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement.

Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder or under the Loan Agreement.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested in good faith at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party or any Lender; provided that promptly after the filing thereof a copy is sent to Debtor. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office; provided that promptly after the filing thereof a copy is sent to Debtor.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder or under any of the other Financing Agreements.

(g) Secured Party may, in its discretion exercised in good faith, after prior notice to Debtor, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party or any Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment made in accordance with the provisions of the preceding sentence, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party ten (10) Business Days' prior written notice of such

action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party or any Lender, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party or any Lender to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable without the prior written consent of the Secured Party, except, that, Debtor may abandon or allow any registered Trademark to become invalidated, unenforceable, avoided or avoidable so long as such Trademark is not material, is of little or no value, has not been used in the business of Debtor for the immediately preceding three (3) months and is no longer useful to the business of the Debtor. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to any Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall in good faith request, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's knowledge, no infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party and Lenders hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes in any material respect on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party or any Lender, Debtor, at Debtor's expense, shall join with Secured Party and any Lender in such action as

Secured Party, in Secured Party's discretion exercised in good faith, may deem advisable for the protection of Secured Party's and Lenders' interests in and to the Trademarks, provided, that, so long as no Default or Event of Default shall exist or have occurred, Debtor may prosecute such action with such counsel as it reasonably selects.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under any of the Financing Agreements is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

#### 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party or any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of

work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may in good faith determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion exercised in good faith, deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days' prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party or any Lender shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and Lenders may apply any remaining proceeds to such of the Obligations as Secured Party and Lenders may in their discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or its designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

#### 6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements (other than the Mortgages to the extent provided therein) and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or any other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York of New York County and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of Debtor and Secured Party and Lenders in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party or any Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and each Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

## 7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	AEP Industries Inc. 125 Phillips Avenue South Hackensack, New Jersey 07606 Attention: Mr. James B. Rafferty
---------------	--



Facsimile: 201-807-2308

If to Secured Party: Wachovia Bank, National Association, as Agent  
1133 Avenue of the Americas  
New York, New York 10036  
Attention: Portfolio Manager  
Telephone: 212-840-2000  
Facsimile: 212-545-4283

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and Lenders pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof or cured, if such Event of Default is capable of being cured as determined by Secured Party. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. Any term used herein, which is not otherwise defined herein, shall have the meaning assigned thereto in the Loan Agreement.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights,

powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

## 8. ACKNOWLEDGMENT

(a) Debtor hereby acknowledges, confirms and agrees that Debtor is indebted to Secured Party and Lenders in respect of any obligations, liabilities or indebtedness for loans, advances and letter of credit accommodations to Debtor under the Existing Loan Agreement, the Existing Trademark Agreement or the other Existing Financing Agreements, together with all interest accrued and accruing thereon, and all fees, costs, expenses and other charges relating thereto, all of which are unconditionally owing by Debtor to Secured Party without offset, defense, or counterclaim of any kind, nature or description whatsoever. Debtor hereby ratifies, assents, adopts and agrees to pay all of the Obligations arising before, on or after the date hereof.

(b) Debtor hereby acknowledges, confirms and agrees that Secured Party has and shall continue to have, for itself and the benefit of Lenders, valid, enforceable and perfected first priority security interests in and liens upon all of the Collateral heretofore granted to Secured Party pursuant to the Existing Trademark Agreement to secure all of the Obligations subject only to liens permitted under the Loan Agreement and the other Financing Agreements.

(c) Debtor hereby acknowledges, confirms and agrees that: (i) the Existing Trademark Agreement has been duly executed and delivered by Debtor and is in full force and effect as of the date hereof; (ii) the agreements and obligations of Debtor contained in the Existing Trademark Agreement constitute legal, valid and binding obligations of Debtor enforceable against it in accordance with the terms thereof, and Debtor has no valid defense, offset or counterclaim to the enforcement of such obligations; and (iii) Secured Party and Lenders are entitled to all of the rights, remedies and benefits provided for in the Existing Trademark Agreement.

(d) Except as otherwise stated in Section 8(b) hereof and in this Section 8(d), as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Agreement are hereby amended and restated in their entirety, and as so amended and restated, are replaced and superseded by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement, except that nothing herein shall impair or adversely affect the continuation of the liability of Debtor for the obligations or the security interests and liens heretofore granted, pledged or assigned to Secured Party for itself and the benefit of Lenders. The amendment and restatement contained herein shall not, in any

manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Debtor evidenced by or arising under the Existing Trademark Agreement and any of the other Existing Financing Agreements to which Debtor is a party, and the liens and security interests securing such indebtedness and other obligations and liabilities shall not in any manner be impaired, limited, terminated, waived or released.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

AEP INDUSTRIES INC.

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

Title: \_\_\_\_\_

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Agent, as successor by merger to Congress  
Financial Corporation

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

Title: \_\_\_\_\_

[Signature Page to Amended and Restated  
Trademark Collateral Assignment and Security Agreement]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

AEP INDUSTRIES INC.

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

Title: \_\_\_\_\_

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Agent, as successor by merger to Congress  
Financial Corporation

By: *[Handwritten Signature]*

Title: *Managing Director*

[Signature Page to Amended and Restated  
Trademark Collateral Assignment and Security Agreement]

STATE OF New Jersey )  
 ) ss.:  
COUNTY OF Bergen )

On this 20<sup>th</sup> day of October, 2008, before me personally came James S. Ruffo, to me known, who being duly sworn, did depose and say, that he is the VP - Treasurer of AEP INDUSTRIES INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Sandra Major  
\_\_\_\_\_  
Notary Public

SANDRA MAJOR  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 8/22/2010

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this \_\_\_ day of October, 2008, before me personally came \_\_\_\_\_, to me known, who, being duly sworn, did depose and say, that he is the \_\_\_\_\_ of WACHOVIA BANK, NATIONAL ASSOCIATION, as successor by merger to Congress Financial Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

[Signature Page to Amended and Restated  
Trademark Collateral Assignment and Security Agreement]

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 30 day of October, 2008, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of AEP INDUSTRIES INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 30 day of October, 2008, before me personally came Thomas A. Veselky to me known, who, being duly sworn, did depose and say, that he is the Managing Dir. of WACHOVIA BANK, NATIONAL ASSOCIATION, as successor by merger to Congress Financial Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Hazel Belgrave  
Notary Public

HAZEL BELGRAVE  
Notary Public - State of New York  
No. 01BE6175362  
Qualified in New York County  
My Commission Expires September 9, 2011

[Signature Page to Amended and Restated  
Trademark Collateral Assignment and Security Agreement]

**EXHIBIT B  
TO  
AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF LICENSES AND OTHER**

<u>Licensee</u>	<u>Trademarks</u>
AEP Canada Inc.	Cling, Euro-M, Loadmaster, Performance Plus, Resinite, Sealwrap, Sunfilm, The Professional's Choice



EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

**SPECIAL POWER OF ATTORNEY**

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

KNOW ALL MEN BY THESE PRESENTS, that AEP INDUSTRIES INC. ("Debtor"), having an office at 125 Phillips Avenue, South Hackensack, New Jersey 07606 hereby appoints and constitutes, severally, WACHOVIA BANK, NATIONAL ASSOCIATION, as successor by merger to Congress Financial Corporation, as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: October \_\_, 2008

AEP INDUSTRIES INC.

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

Title: \_\_\_\_\_

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this \_\_\_ day of October , 2008, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of AEP INDUSTRIES INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public