

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BETTER PACKAGES, INC.		08/23/2016	Corporation: DELAWARE
RJM MANUFACTURING, INC.		08/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	Mail Code 0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	73803241	TARA TAPE	
Serial Number:	74054948	TARATAPE	
Serial Number:	78103639	BETTER BAGGER	
Serial Number:	85137687	BETTER PACK	
Serial Number:	71635676	BETTER PACK	
Serial Number:	73249797	BETTER PACKAGES	
Serial Number:	78681809	BETTERSEAL SECURE TAPE	
Serial Number:	78042731	BP E-Z PULL TAB	
Serial Number:	77382346		
Serial Number:	71271163	PACKER	
Serial Number:	71635679	TAPE SHOOTER	
Serial Number:	73249796	CODETAPER	
Serial Number:	72020088	PENETRON	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$340.00 73803241

TRADEMARK

Phone: 704 503 2600
Email: vbantug@kslaw.com
Correspondent Name: KING & SPALDING
Address Line 1: 100 N TRYON STREET
Address Line 2: SUITE 3900
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18464.015226

NAME OF SUBMITTER: Vicky R. Bantug

SIGNATURE: /Vicky R. Bantug/

DATE SIGNED: 08/24/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of August, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended by that certain First Amendment to Credit Agreement, dated as of January 28, 2016, as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **INTERTAPE POLYMER CORP.**, a Delaware corporation, as a U.S. Borrower, **IPG (US) HOLDINGS INC.**, a Delaware corporation, as a U.S. Borrower, **IPG (US) INC.**, a Delaware corporation, as a U.S. Borrower, **INTERTAPE POLYMER GROUP INC.**, a corporation organized under the Canada Business Corporations Act, as a Canadian Borrower, and **INTERTAPE POLYMER INC.**, a corporation organized under the Canada Business Corporations Act, as a Canadian Borrower, the lenders who are party thereto, as Lenders (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender" and collectively, the "Lenders"), **BANK OF AMERICA, N.A.**, a national banking association, as Syndication Agent, **WELLS FARGO SECURITIES, LLC** and **MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED**, as Joint Lead Arrangers and Joint Bookrunners, and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lenders, that certain Guaranty and Security Agreement, dated as of November 18, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I, excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent and the other Lenders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor solely for the purpose of perfecting or noticing, as applicable, the Agent's lien thereon. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as physical delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall physically deliver an original executed counterpart of this Trademark Security

Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

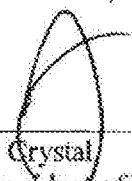
CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BETTER PACKAGES, INC.

By: 
Name: Jeffrey Crystal
Title: Vice President of Finance and Secretary

RJM MANUFACTURING, INC.

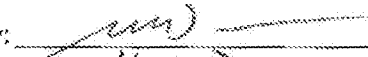
By: 
Name: Jeffrey Crystal
Title: Vice President of Finance and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Mark Dawson
Title: SUP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005863 FRAME: 0214

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
RJM Manufacturing, Inc.	US	TARA TAPE (word mark)	73803241	NOV 13, 1990
RJM Manufacturing, Inc.	US	TARA TAPE	74054948	NOV 26, 1991
Better Packages, Inc.	US	BETTER BAGGER	78-103,639	JAN 13, 2004
Better Packages, Inc.	US	BETTER PACK	85-137,687	NOV 01, 2011
Better Packages, Inc.	Canada	BETTER PACK (stylized)	0365283	FEB 22-1974
Better Packages, Inc.	France	BETTER PACK (stylized)	1353895	MAY 7, 1986
Better Packages, Inc.	US	BETTER PACK (stylized)	71-635,676	JUN 07, 1955
Better Packages, Inc.	US	BETTER PACKAGES	73-249,797	SEP 20, 1983
Better Packages, Inc.	US	BETTERSEAL SECURE TAPE	78-681,809	MAY 06, 2008
Better Packages, Inc.	US	BP E-Z PULL TAB	78-042,731	SEP 28, 2004
Better Packages, Inc.	US	(design)	77-382,346	DEC 14, 2010

				
Better Packages, Inc.	US	PACKER	71-271,163	SEP 17, 1929
Better Packages, Inc.	US	TAPESHOOTER (stylized)	71-635,679	APR 26, 1955
Better Packages, Inc.	Canada	TAPESHOOTER	371609	OCT 11, 1974
Better Packages, Inc.	Spain	TAPESHOOTER	0845725	APR 14, 2007
Better Packages, Inc.	United Kingdom	TAPESHOOTER	1013707	OCT 16, 1974
Better Packages, Inc.	US	CODETAPER	73-249796	JUL 14, 1981
Better Packages, Inc.	US	PENETRON (typed drawing)	72-020088	AUG 13, 1957
Better Packages, Inc.	Canada	SEAL WITH INTEGRITY	1006553	JUL 9, 2001