

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)
- General Partnership
- Corporation-State
- Other: _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) February 22, 2012

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: Wells Fargo Bank, National Association, as Agent

Internal Address: _____

Street Address: 100 Park Avenue

City: New York

State: NY

Country: USA

Zip: 10017

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Ass. 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
- Security Agreement
- Other Second Amended and Restated Trademark Collateral Assignment and Security Agreement
- Merger
- Change of Name

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: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-982-7049

Email Address: cls-usa@barv@wolterskluwers.com

6. Total number of applications and registrations involved:

47

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1190.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 1640
Expiration Date 10/13

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature

Mercedes Farinas
Signature

Mercedes Farinas
Name of Person Signing

2/22/12
Date

Total number of pages including cover sheet, attachments, and document. 28

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 \$1190.00 85146274

EXHIBIT A
TO
SECOND 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	77/679318	3682810	USA
AEP (BLUE LOGO)	76/455754	2801936	USA
AEP INDUSTRIES INC.	76/097599	2506137	USA
CLINGCLASSIC	76/288230	2676786	USA
CLINGMASTER	73/781415	1564473	USA
DRAW'N TIE	73/703788	1508095	USA
EARTH SENSE	77/188423	3456718	USA
EARTH SMART	75/452316	2344053	USA
EASYTWIST & Design	85/146274		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

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
GOOD SENSE	74/280006	1762802	USA
GOOD SENSE	78/596889	3068259	USA
GOOD SENSE	78/596758	3178338	USA
GOOD SENSE	73/650112	1460105	USA
GOOD'N TUFF	73/403395	1285290	USA
GOOD'N TUFF	78/386527	2929028	USA
HANDI-BAG & DESIGN	74/325558	1802070	USA
HANDLES	75/071561	2785104	USA
KITCHEN SCENTSATIONS	74/666686	2044719	USA
MAPAC	75/454694	2278514	USA
PERFECT FIT	85/404017		USA
PERFORMANCE PLUS	73/680017	1550145	USA
PLATINUM PLUS	74/091475		USA
PROFORMANCE FILMS (Stylized)	75/587300	2640011	USA
REoCLAIM 100 (Stylized)	74/450190	1920931	USA
RESINITE	73/134515	739023	USA
SEALWRAP	76/175034	2632910	USA
SEALWRAP	75/393797	2221529	USA
SLIDE'N SEAL	78/323663	2986347	USA

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
SOURCE SMART	77/854979	Filed	USA
STA-DRI	75/484941	2313280	USA
SUNFILM	73/639532	1458347	USA
SURE-TUFF	73/477446	1346263	USA
SURE-TUFF	74/131082	161742	USA
ULTRA GOOD- SENSE	74/317462	1842358	USA
WEBSTER ULTRA PLUS	74/317458	1841325	USA
XH	76/618517	3098680	USA
XR	76/618520	3202516	USA
XTREMEFLEX	78/828364	3363551	USA
XTREMEGRIP	77/831758	Filed	USA
ZIP SAFE	76/175035	2640641	USA
PROFLEX – common law rights			

Non-U.S. Marks

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
AEP	923273	923273	Australia
AEP SAFETY SLIDE CUTTER	943002	943002	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
RESINITE	8521	8521	Bulgaria
CLING	347943	TMA200980	Canada
CLINGMASTER	366131	TMA198281	Canada
EARTH SENSE	0826886	TMA561414	Canada
ELITE	1411531		Canada
EXCALIBUR	1239536	TMA648974	Canada
GOOD SENSE	0707489	TMA435275	Canada
GOOD SENSE	0707490	TMA436767	Canada
LOADMASTER	510798	TMA297021	Canada
MAPAC	811492	TMA509091	Canada
RESINITE	311981	TMA160844	Canada
RESINITE END PANEL PACKAGING DESIGN	1205080	TMA644753	Canada
RESINITE SIDE PANEL PACKAGING DESIGN	1205079	TMA644788	Canada
SEALWRAP	497531	TMA317220	Canada
SEALWRAP	1085127	TMA605895	Canada

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
SUNFILM	729279	TMA430770	Canada
THE PROFESSIONALS' CHOICE LE C	829698	500523	Canada
X-H	1239479	TMA655486	Canada
X-R	1239482	TMA655702	Canada
XTREMEGRIP	1454641		Canada
ZIP SAFE	1085126	TMA605823	Canada
RESINITE	381-04/93-01/018	Z 930170 A	Croatia
RESINITE	005230735	005230735	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
RESINITE	93-10039	11900	Estonia
RESINITE	R-1447/88	52426	Finland
RESINITE	700.849	1310893	France
RESINITE	818407	818407	Germany
RESINITE	M7200269	115115	Hungary
RESINITE	M-93-3963	M 15317	Latvia
RESINITE	RL6322	9690	Lithuania
RESINITE	792-95	06574	Macedonia

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>
EXCALIBUR	690303	896911	Mexico
MAPAC	248676	512656	Mexico
RESINITE	91200	00385529	Mexico
RESINITE	0120106	397240	Mexico
X-H	690304	896912	Mexico
X-R	690305	896913	Mexico
AEP	278444	278444	New Zealand
AEP	280176	280176	New Zealand
RESINITE	674648	674648	New Zealand
RESINITE	674649	674649	New Zealand
RESINITE	66924	66924	Norway
RESINITE	Z-102166	R-77097	Poland
RESINITE	2R7429	2R 7429	Romania
RESINITE	61659	46476	Russia
RESINITE	Z-92-0701	39473	Serbia
RESINITE	160917	173955	Slovak Republic
RESINITE	Z-941175	9471175	Slovenia
RESINITE	2177088	2177088	Spain
RESINITE	3624/65	131277	Sweden
RESINITE	93073952	8694	Ukraine

[Execution]

SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED AGREEMENT ("Agreement"), dated February 22, 2012, 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 Wells Fargo Bank, National Association, a national banking association, as successor by merger to Wachovia Bank, National Association, as successor by merger to Congress Financial Corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) in its capacity agent for itself and the other Secured Parties (in such capacity, "Agent"), having an office at 100 Park Avenue, 14th Floor, New York, New York 10017.

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 Agent have previously entered into the Amended and Restated Trademark Collateral Assignment and Security Agreement, dated October 30, 2008 (as heretofore amended, modified and supplemented, the "Existing Trademark Agreement") pursuant to which Debtor granted to Agent a security interest in the Collateral (as hereinafter defined); and

WHEREAS, Agent 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 Amended and Restated Loan and Security Agreement, dated October 30, 2008, by and among Agent, 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 Agent, Lenders and Debtor will amend and restate the existing Loans made to Debtor pursuant to the Existing Loan Agreement as set forth in the Second Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, restructured 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

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TRADEMARK
REEL: 004724 FRAME: 0443

amended, modified, supplemented, extended, renewed, restated, refinanced, restructured or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Agent 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 Agent 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

To secure the payment and performance of all Obligations, Debtor hereby grants to Agent, for itself and the benefit of the other Secured Parties (as defined in the Loan Agreement), a continuing security interest in, a lien upon, and a right of set off against, and hereby grants Agent, for itself and the benefit of the other Secured Parties, a security interest in, and hereby confirms, reaffirms and restates the prior grant thereof (other than with respect to the Excluded Property (as defined in the Loan Agreement)) pursuant to the Existing Trademark Agreement, the following, whether now owned or hereafter acquired or existing, and wherever located (being collectively referred to herein as the "Collateral"): (a) all of Debtor's 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 rights in 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 connected with the use of or 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.

Notwithstanding anything to the contrary herein, the types or items of Collateral described herein shall not include any Excluded Property.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Agent 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, to the best of Debtor's knowledge, 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 except as otherwise permitted herein or in the Loan Agreement. 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 or under the Loan Agreement.

(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 Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent 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 Agent 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 Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Agent or as otherwise determined by Agent or any Lender; provided that promptly after the filing thereof a copy is sent to Debtor. Debtor further authorizes Agent 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. Notwithstanding anything to the contrary in this Agreement or any other Financing Agreements, Debtor shall not have any obligation to file any security agreements or notices thereof with respect to, or to perfect any security interest of Agent in, any Collateral in any jurisdiction other than the United States of America.

(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 Agent four (4) 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 Agent's exercise of the rights and remedies granted to Agent hereunder or under any of the other Financing Agreements.

(g) Agent may, in its discretion exercised in good faith, in accordance with the Loan Agreement and 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 Agent 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 Agent for any such payment made in accordance with the provisions of the preceding sentence, which payment shall be deemed an advance by Agent 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) 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 Agent or any Lender, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent or any Lender to evidence the security interest in and conditional assignment of such Trademark in favor of Agent. Notwithstanding anything to the contrary in this Agreement or any other Financing Agreements, Debtor shall not have any obligation to file any security agreements or notices thereof with respect to, or to perfect any security interest of Agent in, any Collateral in any jurisdiction other than the United States of America.

(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 Agent, except, that, Debtor may abandon or allow any registered Trademark to become invalidated, unenforceable, avoided or avoidable as expressly permitted under the Loan Agreement. Debtor shall notify Agent promptly 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, except for any such abandonment, cancellation, invalidation or avoidance expressly permitted under the Loan Agreement.

(j) Debtor shall render any assistance, as Agent shall in good faith request, to Agent and the other Secured Parties 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 Agent's and Secured Parties' 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 Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent and the other Secured Parties 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, except as set forth on Schedule 8.11 to the Information Certificate. Debtor shall promptly notify Agent if Debtor (or any 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 Agent, Debtor, at Debtor's expense, shall join with Agent and any other Secured

Party in such action as Agent, in Agent's discretion exercised in good faith, may deem advisable for the protection of Agent's and the other Secured Parties' 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 Agent and the other Secured Parties 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) To the extent required hereunder or under the Loan Agreement, Debtor shall promptly pay Agent for any and all expenditures made by Agent or any other Secured Party 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 Agent or any other Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent 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; provided that, such rights and remedies shall be subject to the non-exclusive rights of any licensee under a license granted prior to such Event of Default:

(a) Agent may require that neither Debtor nor any subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent 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 Agent by Debtor or any subsidiary of Debtor or for such other reason as Agent may in good faith determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent 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) Agent 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. Agent or any other Secured Party shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent 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, Agent 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 Agent and the other Secured Parties 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 Agent and the other Secured Parties have no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent 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 Agent and Secured Parties. Thereafter, Agent and the other Secured Parties may apply any remaining proceeds to such of the Obligations as Agent and the other Secured Parties may in their discretion determine. Debtor shall remain liable to Agent and the other Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent 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 Agent 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 Agent or any other Secured Party to take any such action at any time. All of Agent's and the other Secured Parties' 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 those containing a contrary express choice of law provision) and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the laws of the State of New York.

(b) Debtor and Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Southern District of New York, whichever Agent 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 Agent 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 Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent 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 Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND AGENT 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 AGENT AND THE OTHER SECURED PARTIES 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 AGENT 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 AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(c) Agent and the other Secured Parties 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 Agent that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Agent and each Secured Party 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: Vice President and Chief Financial Officer Facsimile: 201-807-2308
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with a copy to: Skadden, Arps, Slate, Meagher & Flom LLP & Affiliates
Four Times Square
New York, New York 10036
Attention: Sal Guerrero, Esq.
Facsimile: 212-777-3910

If to Agent: Wells Fargo Bank, National Association
100 Park Avenue, 14th Floor
New York, New York 10017
Attention: Portfolio Manager - AEP
Telephone: 212-840-2000
Facsimile: 212-545-4555

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. All references to Debtor, Agent, Lenders and Secured Parties 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 Agent. 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 Agent and the other Secured Parties 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 terms hereof may be amended, waived, discharged or terminated unless such amendment, waiver, discharge or termination is in writing signed by Agent and Debtor. No party shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed as provided herein or under the Loan Agreement. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by any party hereto 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 such 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 Agent and the other Secured Parties in respect of any obligations, liabilities or indebtedness for loans, advances and letter of credit accommodations to Debtor under the Existing Loan Agreement, together with all interest accrued and accruing thereon (to the extent applicable), and all fees, costs, expenses and other charges relating thereto, all of which are unconditionally owing by Debtor to Agent without offset, defense, or counterclaim of any kind, nature or description whatsoever.

(b) Debtor hereby acknowledges, confirms and agrees that Agent has and shall continue to have, for itself and the benefit of the other Secured Parties, valid, enforceable and perfected first priority security interests in and liens upon all of the Collateral heretofore granted to Agent pursuant to the Existing Trademark Agreement (other than Excluded Property) 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) Agent and Secured Parties are entitled to all of the rights, remedies and benefits provided for in the Existing Trademark Agreement; provided, that, no such rights, remedies or benefits shall extend to, or be enforceable against, the Excluded Property.

(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 Agent for itself and the benefit of the other Secured Parties (other than with respect to the Excluded Property). 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.

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

AEP INDUSTRIES INC.

By: 

Name: James S. RAFFERTY

Title: Vice President & Treasurer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as successor by merger to
Wachovia Bank, National Association, as successor
by merger to Congress Financial Corporation

By: _____

Name: Thomas Grabosky

Title: Senior Vice President


[Second Amended and Restated
Trademark Collateral Assignment and Security Agreement]

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

AEP INDUSTRIES INC.

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as successor by merger to
Wachovia Bank, National Association, as successor
by merger to Congress Financial Corporation

By: 
Name: Thomas Grabosky
Title: Senior Vice President

[Second Amended and Restated
Trademark Collateral Assignment and Security Agreement]

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

On this 22nd day of February 2012, before me personally came James B. Rafferty, known, who being duly sworn, did depose and say, that he is the Vice President 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, New Jersey
My Commission Expires June 22nd, 2015

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

On this ___ day of February 2012, before me personally came Thomas Grabosky, to me known, who, being duly sworn, did depose and say, that he is a Senior Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, as successor by merger to 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

[Second Amended and Restated
Trademark Collateral Assignment and Security Agreement]

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

LIST OF LICENSES

LICENSEE	TRADEMARKS
AEP Canada Inc.	Cling, Euro-M, Loadmaster, Performance Plus, Resinite, Sealwrap, Sunfilm, The Professional's Choice

EXHIBIT C
 TO
 SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT
 AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
 COUNTY OF _____)

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, WELLS FARGO BANK, NATIONAL ASSOCIATION, as successor by merger to Wachovia Bank, National Association, as successor by merger to Congress Financial Corporation, as Agent ("Agent"), 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 Agent, 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 Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Second Amended and Restated Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Agent (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 Agent.

