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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM413094

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		01/20/2017	National Banking Association:

RECEIVING PARTY DATA

Name:	AEP Industries Inc.	
Street Address:	95 Chestnut Ridge Road	
City:	Montvale	
State/Country:	NEW JERSEY	
Postal Code:	07645	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	1896144	AEP
Registration Number:	2752507	AEP
Registration Number:	3682810	AEP
Registration Number:	2801936	AEP
Registration Number:	2506137	AEP INDUSTRIES INC.
Registration Number:	2676786	CLINGCLASSIC
Registration Number:	1564473	CLINGMASTER
Registration Number:	1508095	DRAW 'N TIE
Registration Number:	3456718	EARTH SENSE
Registration Number:	2344053	EARTH SMART
Serial Number:	85146274	EASYTWIST
Registration Number:	3608721	ELITE
Registration Number:	3039532	EXCALIBUR
Registration Number:	0974619	FAB WRAP
Registration Number:	2296045	FABGUARD
Registration Number:	2870060	FIRST WRAP
Registration Number:	1762802	GOOD SENSE
Registration Number:	3068259	GOOD SENSE
Registration Number:	3178338	GOOD SENSE
	-	TRADEMARK

900392119 REEL: 005971 FRAME: 0707

Property Type	Number	Word Mark
Registration Number:	1460105	GOOD SENSE
Registration Number:	1285290	GOOD 'N TUFF
Registration Number:	2929028	GOOD 'N TUFF
Registration Number:	1802070	HANDI-BAG
Registration Number:	2785104	HANDLES
Registration Number:	2044719	KITCHEN SCENTSATIONS
Registration Number:	2278514	MAPAC
Serial Number:	85404017	PERFECT FIT
Registration Number:	1550145	PERFORMANCE PLUS
Registration Number:	1689581	PLATINUM PLUS
Registration Number:	2640011	PROFORMANCE FILMS
Registration Number:	1920931	RECLAIM 100
Registration Number:	0739023	RESINITE
Registration Number:	2632910	SEALWRAP
Registration Number:	2221529	SEALWRAP
Registration Number:	2986347	SLIDE 'N SEAL
Serial Number:	77854979	SOURCE SMART
Registration Number:	2313280	STA-DRI
Serial Number:	73639352	SUNFILM
Registration Number:	1346263	SURE-TUFF
Registration Number:	1671742	SURE-TUFF
Serial Number:	74317462	ULTRA GOOD SENSE
Registration Number:	1841325	WEBSTER ULTRA PLUS
Registration Number:	3098680	XH
Registration Number:	3202516	XR
Registration Number:	3363551	XTREME FLEX
Serial Number:	77831758	XTREMEGRIP
Registration Number:	2640641	ZIP SAFE

CORRESPONDENCE DATA

Fax Number: 2485668523

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.

Phone: (248) 566-8522

Email: jlyons@honigman.com **Correspondent Name:** Thomas J. Appledorn

Address Line 1:39400 wOODWARD aVENUE, sUITE 101Address Line 4:bLOOMFIELD hILLS, MICHIGAN 48304

NAME OF SUBMITTER: Thomas J. Appledorn

SIGNATURE:	/Thomas J. Appledorn/	
DATE SIGNED:	01/20/2017	
Total Attachments: 5		
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of January 20, 2017 (this "Release"), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent (in such capacity, the "Agent"), in favor of AEP INDUSTRIES INC., a Delaware corporation with its chief executive office at 95 Chestnut Ridge Road, Montvale, New Jersey 07645 (the "Debtor"), as follows:

WITNESSETH

WHEREAS, pursuant to the Second Amended and Restated Trademark Collateral Assignment and Security Agreement, dated February 22, 2012 (the "<u>Trademark Security Agreement</u>"), and recorded with the U.S. Patent and Trademark Office on February 24, 2012 at Reel/Frame 4724/0436 as security for the payment and performance of all Obligations, the Debtor granted to the Agent, for itself and the benefit of the Secured Parties, a security interest in the following then owned or at any time thereafter acquired or existing (collectively, the "Released Trademark 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 Schedule 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 infringements of the Trademarks.

WHEREAS, the Debtor has requested that the Agent release its security interest in all of the Debtor's right, title or interest in or to the Released Trademark Collateral.

NOW, THEREFORE, the Agent, without recourse, representation or warranty of any kind or nature, and at the Debtor's sole cost and expense, hereby terminates, cancels and releases its security interest in all of the Debtor's right, title and interest in or to the Released Trademark Collateral, including the trademarks listed on <u>Schedule A</u> hereto, and any and all right, title and interest of the Agent in the Released Trademark Collateral shall hereby terminate, cease and become void.

The Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

The validity, interpretation and enforcement of this Release 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.

Capitalized terms used but not defined herein shall have the meanings given to them in the Trademark Security Agreement.

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Agent

By:		g <u>lle</u>	
Name:		Grabosky	
Title:	SVP		

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Mark	Application No.	Registration No.
AEP	74403968	1896144
AEP	76451229	2752507
AEP	77679318	3682810
AEP & Design	76455754	2801936
AEP		
AEP INDUSTRIES INC.	76097599	2506137
CLINGCLASSIC	76288230	2676786
CLINGMASTER	73781415	1564473
DRAW 'N TIE	73703788	1508095
EARTH SENSE	77188423	3456718
EARTH SMART	75452316	2344053
EASYTWIST & Design	85146274	
ELITE	77569766	3608721
EXCALIBUR	76619541	3039532
FAB WRAP	72442125	0974619
FABGUARD	75586793	2296045
FIRST WRAP	76345019	2870060
GOOD SENSE	74280006	1762802
GOOD SENSE	78596889	3068259
GOOD SENSE	78596758	3178338
GOOD SENSE	73650112	1460105
GOOD 'N TUFF	73403395	1285290
GOOD 'N TUFF	78386527	2929028
HANDIBAG & Design	74325558	1802070
HANDIBAG		
HANDLES	75071561	2785104
KITCHEN SCENTSATIONS	74666686	2044719
MAPAC	75454694	2278514

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Mark	Application No.	Registration No.
PERFECT FIT	85404017	
PERFORMANCE PLUS	73680017	1550145
PLATINUM PLUS	74091475	1689581
PROFORMANCE FILMS	75587300	2640011
(Stylized)		
PROformance FILMS		
RE•CLAIM 100 (Stylized)	74450190	1920931
Re-Claim 100		
RESINITE	72134515	0739023
SEALWRAP	76175034	2632910
SEALWRAP	75393797	2221529
SLIDE 'N SEAL	78323663	2986347
SOURCE SMART	77854979	
STA-DRI	75484941	2313280
SUNFILM	73639352	1485347
SURE-TUFF	73477446	1346263
SURE-TUFF	74131082	1671742
ULTRA GOOD-SENSE	74317462	
WEBSTER ULTRA PLUS	74317458	1841325
XH	76618517	3098680
XR	76618520	3202516
XTREME FLEX	78828364	3363551
XTREMEGRIP	77831758	
ZIP SAFE	76175035	2640641
PROFLEX – common law		
rights		

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RECORDED: 01/20/2017