

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Surfacine Development Company, LLC		04/20/2007	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nice Pak Products, Inc.		
<b>Street Address:</b>	Two Nice-Pak Park		
<b>City:</b>	Orangeburg		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10962		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2013559	SURFACINE	
Registration Number:	2317172	SURFACINE	
Registration Number:	2438763	S	
Registration Number:	2352791	S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)407-4990		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	nytrademark@loeb.com		
<b>Correspondent Name:</b>	David P. Ansel		
<b>Address Line 1:</b>	345 Park Avenue		
<b>Address Line 2:</b>	Loeb & Loeb LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10154		
<b>ATTORNEY DOCKET NUMBER:</b>	210496-10002 (ANSEL)		
<b>NAME OF SUBMITTER:</b>	Alison J. Dow		

CH \$115.00 2013559

Signature:

/Alison J. Dow/

Date:

05/04/2007

**Total Attachments: 6**

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**Appendix D**

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2007, is made by Surfacine Development Company, LLC (“SDC”) in favor of Nice Pak Products, Inc.(“Nice Pak”).

W I T N E S S E T H:

WHEREAS, pursuant to the Technology Access and License Agreement dated as of April 20, 2007 (the “License Agreement”) between SDC and Nice Pak, SDC granted to Nice Pak certain rights and licenses under certain patents, technology, trademarks and other intellectual property owned by SDC in consideration for certain payments and licenses of other intellectual property by Nice Pak to SDC;

WHEREAS, SDC has agreed to grant to Nice Pak a first priority security interest in and to the Trademark Collateral (as defined below); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in the License Agreement and in this Trademark Security Agreement, SDC and Nice Pak hereby agree as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the License Agreement.

2. Grant of Security Interest in Trademarks. As collateral security in connection with the occurrence of an Event of Default as set forth in Section 9.3 of the License Agreement with respect to SDC, SDC hereby mortgages, pledges and hypothecates to Nice Pak, and grants to Nice Pak a lien on and security interest in (the “Security Interest”), all of its right, title and interest in, to and under the following (the “Trademark Collateral”):

- a. the Trademarks set forth on Schedule 1 hereto;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security Agreement. The Security Interest is granted to secure the performance of the obligations of SDC under Section 2.1.2 of the License Agreement and to secure payment of any indebtedness or liability representing damages caused by an Event of

Default under Section 9.3 of the License Agreement affecting the obligations of SDC under Section 2.1.2 of the License Agreement. SDC hereby acknowledges and agrees that upon the occurrence of such an Event of Default with respect to SDC, SDC shall be in default under this Trademark Security Agreement and the rights and remedies of Nice Pak with respect to the Trademark Collateral under this Security Agreement shall be as set forth in the Uniform Commercial Code and other applicable law.

4. Reinstatement. This Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against SDC for liquidation or reorganization, should SDC become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of SDC's assets. This Trademark Security Agreement shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of any obligations in the License Agreement, or any part thereof, is, pursuant to applicable law, is rescinded or reduced in amount, or must otherwise be restored or returned by SDC, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made.

5. Perfected Lien. This Trademark Security Agreement is effective to create a valid and continuing first priority lien on and, upon the filing hereof with the United States Patent and Trademark Office and the filing of appropriate UCC financing statements, perfected security interests in favor of Nice Pak in the Trademark Collateral and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, SDC. Upon filing of this Trademark Security Agreement with the United States Patent and Trademark Office and the filing of appropriate UCC financing statements, all action necessary or desirable to protect and perfect Nice Pak's lien on the Trademark Collateral shall have been duly taken.

6. Covenants. The warranties, representations and covenants of SDC with respect to the Trademark Collateral are as set forth in the License Agreement, and such warranties, representations and covenants are incorporated herein by reference.

7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

8. Authorization. Nice Pak is hereby authorized to execute and file, including in the name of and on behalf of, SDC, any and all UCC financing statements and other documents and interests which Nice Pak may deem necessary or useful to record, perfect, extend and otherwise register the Security Interest in or with any governmental office or agency.

9. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to any choice of law principle that would dictate the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, SDC has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SURFACINE DEVELOPMENT COMPANY, LLC

By: 

Name:

*SAMUEL P. SAWAN*

Title:

*PRESIDENT*

ACCEPTED AND AGREED

NICE PAK PRODUCTS, INC.

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

Name:

Title:

IN WITNESS WHEREOF, SDC has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

SURFACINE DEVELOPMENT  
COMPANY, LLC

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED

NICE PAK PRODUCTS, INC.

By:   
Name: Robert P. Julius  
Title: Chairman

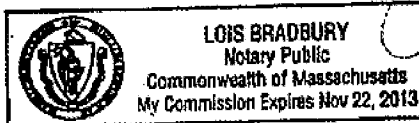
ACKNOWLEDGMENT OF SDC

STATE OF MASSACHUSETTS)

COUNTY OF Worcester ) ss.

On this 15 day of April \_\_, 2007 before me personally appeared Samuel P. Sawan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Surfacing Development Company, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

*Lois Bradbury*  
\_\_\_\_\_  
Notary Public



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

SURFACINE -- U.S. Reg. No. 2,013,559

SURFACINE -- U.S. Reg. No. 2,317,172

S (design) -- U.S. Reg. No. 2,438,763

S (design) -- U.S. Reg. No. 2,352,791