

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Filing Company, LLC		06/09/2010	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Custom Manufacturing Industries, LLC		
Doing Business As:	DBA NECI		
Street Address:	530 Turnpike Street		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1500485	ULTRAPAC	
Registration Number:	1500484	CARRYPAC	
Registration Number:	1065283	KYREX	
Registration Number:	0851053	REDWELD	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1872		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175233515		
Email:	smartin@altmartlaw.com		
Correspondent Name:	Steven K Martin		
Address Line 1:	6 Beacon Street, Suite 600		
Address Line 4:	Boston, MASSACHUSETTS 02108		
ATTORNEY DOCKET NUMBER:	CUSTM00103		

OP \$115.00 1500485

900182041

**TRADEMARK
 REEL: 004458 FRAME: 0942**

NAME OF SUBMITTER:	Steven K Martin
Signature:	/Steven K Martin/
Date:	01/23/2011
Total Attachments: 6 source=2010-06-09 Purchase agreement#page1.tif source=2010-06-09 Purchase agreement#page2.tif source=2010-06-09 Purchase agreement#page3.tif source=2010-06-09 Purchase agreement#page4.tif source=2010-06-09 Purchase agreement#page5.tif source=2010-06-09 Purchase agreement#page6.tif	

BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (including all Schedules hereto, this "Agreement") is made and entered into as of June 9, 2010 by and between (i) International Filing Company, LLC ("Seller"), (ii) Custom Manufacturing Industries, LLC, d/b/a NECI, a limited liability company organized under the laws of the State of Delaware ("Purchaser"), and, (iii) solely with respect to Section 5 hereof, PNC Bank, National Association ("PNC Bank").

WHEREAS, Seller is the owner of the Acquired Assets (as defined below);

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all of Seller's right, title, and interest in and to the Acquired Assets.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Seller hereby sells, grants, assigns, transfers, and conveys to Purchaser all of Seller's right, title, and interest in and to the following (collectively, the "Acquired Assets"):

a. all of those certain items, equipment, and other assets owned by Seller

b. all machines, equipment, tools, fixed assets, fixtures, and parts therefor owned by Seller and located at 32-00 Skillman Avenue, Long Island City, New York (the "Redweld Equipment");

c. all inventories of raw materials owned by Seller and located at 32-00 Skillman Avenue, Long Island City, New York (the "Redweld Inventory"); and

d. all intangible assets (including customer lists) and intellectual property owned by Seller and, in each case, used principally in Seller's Redweld business as conducted at 32-00 Skillman Avenue, Long Island City, New York (including such intellectual property listed on Schedule 1.d); *provided* that Seller (and its assignee(s)) retains (i) the royalty-free, perpetual right to sell and distribute all existing inventories of work in process and finished goods owned or held by Seller notwithstanding any transferred mark borne by such inventories or other transferred intellectual property rights implicated by such sale and distribution and (ii) copies of all books and records necessary or appropriate for such sale and distribution and for collection of accounts receivable.

2. Seller acknowledges receipt from Purchaser of

3. Purchaser and Seller covenant and agree as follows:

a. Purchaser shall remove the Hattiesburg Equipment from Seller's facility in Hattiesburg, Mississippi, as soon as is practicable and, in any event, no later than June 30, 2010.

b. Purchaser shall remove the Redweld Equipment and the Redweld Inventory from Seller's facility in Long Island City, New York, as soon as is practicable and, in any event, no later than June 30, 2010.

c. From and after the date hereof, Purchaser is responsible for all packing, loading, unloading, disconnection, reconnection, disassembly, reassembly, removal, storage, insurance, or other costs and expenses related to the Hattiesburg Equipment, the Redweld Equipment, and the Redweld Inventory.

4. Purchaser hereby acknowledges and agrees that the Acquired Assets conveyed by Seller to Purchaser under this Agreement are conveyed in "as-is, where-is" condition without warranty or representation, express or implied, as to condition, suitability for a particular purpose, fair market value, or any other matter whatsoever.

5. PNC Bank acknowledges and agrees that the Acquired Assets are being sold to Purchaser free and clear of any and all security interests PNC Bank has in them as of the date hereof, with all such security interests attaching with the same seniority and priority to the funds received by Seller pursuant to Section 2.

6. Purchaser and Seller agree that the Schedules hereto, including Schedule 6 and the terms and conditions set forth thereon, are an integral part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, all on and as of the date first written above.

International Filing Company, LLC

By: *John Kessler*
Name: JOHN KESSLER
Title CFO

Custom Manufacturing Industries, LLC, d/b/a NECI

By:
Name:
Title:

PNC Bank, National Association, solely with respect to Section 5 of this Agreement

By:
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, all on and as of the date first written above.

International Filing Company, LLC

By:
Name:
Title

Custom Manufacturing Industries, LLC, d/b/a NECI

By: *Paul Butts*
Name: PAUL BUTTS
Title: *Principal*

PNC Bank, National Association, solely with respect to Section 5 of this Agreement

By:
Name:
Title:

DRAFT 6/8/2010

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, all on and as of the date first written above.

International Filing Company, LLC

By:
Name:
Title

Custom Manufacturing Industries, LLC, d/b/a NECI

By:
Name:
Title:

PNC Bank, National Association, solely with respect to Section 5 of this Agreement

By: *Maria Herdman*
Name: *Maria Herdman*
Title: *Vice President*

Signature Page to Bill of Sale and Assignment Agreement

TRADEMARK
REEL: 004458 FRAME: 0948

SCHEDULE 1.D
REGISTERED INTELLECTUAL PROPERTY

ULTRAPAC Trademark	Registration No. 1500485
CARRYPAC Trademark	Registration No. 1500484
KYREK Trademark	Registration No. 1065283
REDWELD Trademark	Registration No. 851053