

**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>
ALL-STATE International, Inc.		10/03/2011	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NECI, LLC		
<b>Street Address:</b>	530 Tumpike Street		
<b>City:</b>	Canton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02021		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1500485	ULTRAPAC	
Registration Number:	1500484	CARRYPAC	
Registration Number:	1065283	KYREX	
Registration Number:	0851053	REDWELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)722-4984		
<b>Phone:</b>	617-973-6162		
<b>Email:</b>	szeh@pbl.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Summer B. Zeh		
<b>Address Line 1:</b>	800 Boylston Street, 33rd Floor		
<b>Address Line 2:</b>	Postemak Blankstein & Lund		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-8004		
<b>ATTORNEY DOCKET NUMBER:</b>	10894-2		

**OP \$115.00 1500485**

**900204310**

**TRADEMARK**  
**REEL: 004639 FRAME: 0539**

NAME OF SUBMITTER:	Summer B. Zeh
Signature:	/summer zeh/
Date:	10/11/2011
<b>Total Attachments: 4</b> source=notice of security interest#page1.tif source=notice of security interest#page2.tif source=notice of security interest#page3.tif source=notice of security interest#page4.tif	

## NOTICE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, ALL-STATE International, Inc., a New Jersey corporation with its principal executive offices at One Commerce Drive, Cranford, New Jersey 07016 (the "Company"), has entered into a Trademark Security Agreement with NECI, LLC, a Massachusetts limited liability company ("NECI"), dated as of October 3, 2011 (the "Security Agreement");

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule I hereto (the "Trademarks");

WHEREAS, among the security interests granted by the Company to NECI pursuant to the Security Agreement is a security interest in each of the Trademarks, together with the goodwill of the business associated with and symbolized by such Trademarks; and

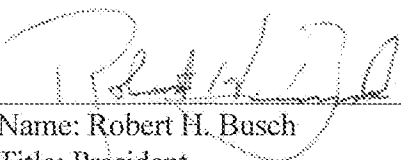
WHEREAS, the Company and NECI contemplate and intend that, if an Event of Default (as defined in the Security Agreement) shall occur, NECI shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable NECI, as a foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that NECI has a security interest in the Trademarks, together with the goodwill of the business associated with and symbolized by the Trademarks; the Company hereby collaterally assigns to NECI, as security for the Obligation (as defined in the Security Agreement), all of the Company's right, title and interest in and to the Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell, assign or encumber any of the Trademarks without the prior written consent of NECI; and the Company and NECI request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

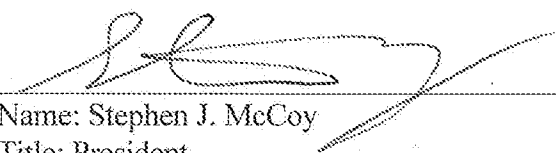
The Company hereby appoints NECI as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Security Agreement), to execute and deliver, in the name of and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as NECI may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Notice of Security Interest in Trademarks. The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by NECI (or NECI's designee in accordance with the terms hereof) and on the statements made therein.

IN WITNESS WHEREOF, the parties hereto have executed this Notice of Security Interest in Trademarks as of the date noted below.

**ALL-STATE International, Inc.**

By:   
Name: Robert H. Busch  
Title: President

**NECI, LLC**

By:   
Name: Stephen J. McCoy  
Title: President.

Date: 10/3/2011

STATE OF New Jersey

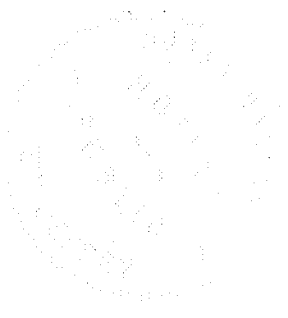
Union County, ss.

On this 3rd day of October, 2011, before me, the undersigned notary public, personally appeared the above-named ROBERT H. BUSCH, as President of ALL-STATE International, Inc., proved to me through satisfactory evidence of identification, which was Known Personally, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as his free act and deed as President of the said corporation, for its stated purpose.

*And Steve  
McCoy,  
President  
USCC*

Susan Hargis

Notary Public  
My Commission Expires:



SUSAN HARGIS  
A Notary Public of New Jersey  
My Commission Expires May 4, 2015

SCHEDULE I

to

Trademark Security Agreement between ALL-STATE International, Inc. ("Company")  
and NECI, LLC ("NECI")

TRADEMARK REGISTRATION

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
1500485	UNITED STATES	August 16, 1988	Ultracpac
1500484	↓	August 16, 1988	Carrypac
1065283		MAY 10, 1977	Kyrex
0851053		JUNE 18, 1968	Redweld