

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

Northern Technologies International Corporation

(Name of Issuer)

Common Stock, \$0.02 Par Value

(Title of Class of Securities)

665809 10 9

(CUSIP Number)

G. Patrick Lynch
Inter Alia Holding Company
c/o Northern Technologies International Corporation
4201 Woodland Road, P.O. Box 69
Circle Pines, Minnesota 55014
(763) 225-6636

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 4, 2009

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box:

Note: Schedules filed in paper format shall include a signed original and five copies of the schedules, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes)

CUSIP No. 665809 10 9

1 Name of Reporting Persons:
Inter Alia Holding Company

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
Ohio

7 Sole Voting Power
649,668

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8 Shared Voting Power
0

9 Sole Dispositive Power
649,668

10 Shared Dispositive Power
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person
649,668

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)
15.3%

14 Type of Reporting Person:
CO

(1) Includes 83,160 shares pledged by Inter Alia.

CUSIP No. 665809 10 9

1 Name of Reporting Persons:
Juliane I. Lynch

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
United States

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8 Shared Voting Power
649,668

9 Sole Dispositive Power
0

10 Shared Dispositive Power
649,668

11 Aggregate Amount Beneficially Owned by Each Reporting Person
649,668

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)
15.3%

14 Type of Reporting Person:
IN

(1) Includes 83,160 shares pledged by Inter Alia.

1 Name of Reporting Persons:
G. Patrick Lynch

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds
Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
United States

7 Sole Voting Power
25,828 (1)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8 Shared Voting Power
649,668 (2)

9 Sole Dispositive Power
25,828 (1)

10 Shared Dispositive Power
649,668 (2)

11 Aggregate Amount Beneficially Owned by Each Reporting Person
675,496 (1)(2)

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)
15.9% (1)

14 Type of Reporting Person:
IN

(1) Includes 10,360 shares of common stock issuable upon exercise of stock options within 60 days of December 4, 2009.

(2) Consists of shares of common stock held by Inter Alia Holding Company, 83,160 shares of which have been pledged by Inter Alia.

This Amendment No. 1 to Schedule 13D hereby amends and supplements a Schedule 13D dated November 28, 2008 (the "Original Statement"), filed by and on behalf of Inter Alia Holding Company, an Ohio corporation ("Inter Alia"), Juliane I. Lynch, the President of Inter Alia, and G. Patrick Lynch, an officer and stockholder of Inter Alia, with respect to the common stock, par value \$0.02 per share (the "Common Stock"), of Northern Technologies International Corporation, a Delaware corporation ("NTIC"). Inter Alia, Juliane I. Lynch and G. Patrick Lynch are sometimes collectively referred to herein as the "Reporting Persons."

Except as set forth below, there are no changes to the information in the Original Statement. All terms used but not defined in this Amendment No. 1 are as defined in the Original Statement. The summary descriptions contained herein of certain agreements and documents are qualified in their entirety by reference to the complete text of such agreements and documents filed as Exhibits hereto or incorporated herein by reference.

Item 5. Interest in Securities of the Issuer.

The Reporting Persons hereby add the following disclosure to this Item 5:

(a) 1. *Amount beneficially owned:* Inter Alia is the record owner of 649,668 shares of NTIC common stock. J.I. Lynch is the President of Inter Alia. J.I. Lynch's beneficial ownership includes the 649,668 shares of NTIC common stock held by Inter Alia. J.I. Lynch does not hold any shares of NTIC common stock directly. G.P. Lynch's beneficial ownership includes: (1) 15,468 shares of NTIC common stock, (2) 10,360 shares of NTIC common stock issuable upon the exercise of stock options exercisable within 60 days; and (3) 649,668 shares of NTIC common stock held by Inter Alia, of which Mr. Lynch is a stockholder and shares voting and dispositive power over such shares.

2. *Percent of class:* Inter Alia: 15.3%, as of December 4, 2009; J.I. Lynch: 15.3% and G.P. Lynch: 15.9%. The foregoing percentages are calculated based on 4,240,679 shares of NTIC common stock outstanding as of December 4, 2009.

(b) Number of shares as to which Inter Alia has:

(i)	Sole power to vote or to direct the vote	649,668
(ii)	Shared power to vote or to direct the vote	0
(iii)	Sole power to dispose or to direct the disposition of	649,668
(iv)	Shared power to dispose or to direct the disposition of	0

Number of shares as to which J.I. Lynch has:

(i)	Sole power to vote or to direct the vote	0
(ii)	Shared power to vote or to direct the vote	649,668
(iii)	Sole power to dispose or to direct the disposition of	0

(iv)	Shared power to dispose or to direct the disposition of	649,668
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Number of shares as to which GP. Lynch has:

(i)	Sole power to vote or to direct the vote	25,828
(ii)	Shared power to vote or to direct the vote	649,668
(iii)	Sole power to dispose or to direct the disposition of	25,828
(iv)	Shared power to dispose or to direct the disposition of	649,668

(c) On September 5, 2008, shortly prior to his death, Philip M. Lynch, founder and former Chief Executive Officer of Inter Alia, as well as former Chairman and Chief Executive Officer of NTIC, pledged 295,000 shares of NTIC common stock owned by Inter Alia (the "Pledged Shares") as collateral for a \$1,500,000 loan to International Barcode Corporation (d/b/a "BTI") by The Park Avenue Bank (the "Loan"). BTI defaulted on the Loan in March 2009 and again in June 2009 and The Park Avenue Bank subsequently foreclosed upon and sold 202,400 of the Pledged Shares. Other than the foreclosure and subsequent sale of 202,400 of such Pledged Shares, neither Inter Alia, J.I. Lynch nor G.P. Lynch has effected any transactions in NTIC common stock during the past 60 days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The Reporting Persons hereby add the following disclosure to this Item 6:

On September 5, 2008, shortly prior to his death, Philip M. Lynch, founder and former Chief Executive Officer of Inter Alia, as well as former Chairman and Chief Executive Officer of NTIC, pledged 295,000 shares of NTIC common stock owned by Inter Alia as collateral for a loan in the principal sum of \$1,500,000 to BTI by The Park Avenue Bank pursuant to the terms of that certain Pledge and Security Agreement dated as of September 5, 2008 between The Park Avenue Bank and Inter Alia (the "Pledge Agreement"). BTI defaulted on the Loan in March 2009 and again in June 2009 and The Park Avenue Bank subsequently foreclosed upon and sold 202,400 of the Pledged Shares pursuant to the terms of the Pledge Agreement, the Uniform

Commercial Code as enacted in the State of New York and a Stipulation of Settlement Between the Bank and G. Patrick Lynch and Inter Alia (the "Stipulation"). A copy of the Pledge Agreement has been filed as Exhibit 99.4 to this report. A copy of the Stipulation has been filed as Exhibit 99.5 to this report.

G.P. Lynch currently holds stock options to purchase an aggregate of 23,540 shares of NTIC common stock at exercise prices ranging between \$5.38 and \$9.95 per share, 10,360 of which were exercisable within 60 days of December 4, 2009.

Except as described herein, there are no other contracts, arrangements, understandings or relationships between the Reporting Persons and any other person with respect to any securities of NTIC.

Item 7. Material to be Filed as Exhibits.

The Reporting Persons hereby add the following disclosure to this Item 7:

<u>Exhibit</u>	<u>Description</u>
99.1	Joint Filing Agreement, dated December 4, 2009 by and among the Reporting Persons (filed herewith).
99.2	Form of Incentive Stock Option Agreement for Northern Technologies International Corporation 2000 Stock Incentive Plan (incorporated by reference to Exhibit 10.5 to NTIC's Annual Report on Form 10-KSB for the fiscal year ended August 31, 2000).
99.3	Form of Incentive Stock Option Agreement for Northern Technologies International Corporation 2007 Stock Incentive Plan (incorporated by reference to Exhibit 10.8 to NTIC's Annual Report on Form 10-KSB for the fiscal year ended August 31, 2006).
99.4	Pledge and Security Agreement dated as of September 5, 2008 between The Park Avenue Bank and Inter Alia Holding Company (filed herewith).
99.5	Stipulation of Settlement Between The Park Avenue Bank, G. Patrick Lynch and Inter Alia Holding Company (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: December 7, 2009.

INTER ALIA HOLDING COMPANY

By: /s/ Juliane I. Lynch

Its: President

/s/ Juliane I. Lynch
Juliane I. Lynch

/s/ G. Patrick Lynch
G. Patrick Lynch

**SCHEDULE 13D
Exhibit Index**

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
99.1	Joint Filing Agreement, dated December 2, 2008 by and among the reporting persons.	Filed herewith
99.2	Form of Incentive Stock Option Agreement for Northern Technologies International Corporation 2000 Stock Incentive Plan	Incorporated by reference to Exhibit 10.5 to NTIC's Annual Report on Form 10-KSB for the fiscal year ended August 31, 2000). (File No. 1-11038)

99.3	Form of Incentive Stock Option Agreement for Northern Technologies International Corporation 2007 Stock Incentive Plan	Incorporated by reference to Exhibit 10.8 to NTIC's Annual Report on Form 10-KSB for the fiscal year ended August 31, 2006 (File No. 1-11038)
99.4	Pledge and Security Agreement dated as of September 5, 2008 between The Park Avenue Bank and Inter Alia Holding Company	Filed herewith
99.5	Stipulation of Settlement Between The Park Avenue Bank, G. Patrick Lynch and Inter Alia Holding Company	Filed herewith

JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, the undersigned hereby agree that only one statement containing the information required on Schedule 13D need be filed with respect to ownership by each of the undersigned of shares of common stock of Northern Technologies International Corporation.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Dated: December 7, 2009.

INTER ALIA HOLDING COMPANY

By: /s/ Juliane I. Lynch
Juliane I. Lynch

Its: President

/s/ Juliane I. Lynch
Juliane I. Lynch

/s/ G. Patrick Lynch
G. Patrick Lynch

PLEDGE AND SECURITY AGREEMENT

This PLEDGE AND SECURITY AGREEMENT (this "Agreement"), made as of this 5th day of September, 2008 by and between The Park Avenue Bank ("Bank") and Inter Alia Holding Company ("Pledgor").

BACKGROUND

Bank has entered into Loan Agreement with International Barcode Corporation (Borrower), pursuant to which Bank provides certain financial accommodations to Borrower.

In order to further induce Bank to provide financial accommodations to Borrower, the Pledgor has agreed to enter into this Pledge and Security Agreement.

Pledgor maintains securities accounts numbered G15-1351363 in its name at Oppenheimer & Co., Inc. (the "Securities Accounts") and Pledgor has agreed to pledge its interests in the Securities Accounts to Bank upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** For purposes of this Agreement the following terms shall have the following meanings:

"Loan Agreement" shall mean the Loan Agreement entered into between Bank and Borrower.

"Obligations" shall mean collectively, all obligations, indebtedness and liabilities, whether now existing or hereafter arising, direct or indirect, liquidated or unliquidated, absolute or contingent, due or not due, of Borrower to Bank.

"Securities Accounts" shall mean, jointly and severally, (a) those certain securities accounts numbered G15-1351363 maintained at Oppenheimer & Co., Inc. ("Broker") in the name of Pledgor, including all debt and equity securities and other financial assets contained from time to time therein.

2. **Pledge and Grant of Security Interest.**

To secure the full and punctual payment and performance of the Obligations, Pledgor hereby assigns, transfers, pledges, hypothecates and grants to Bank, a security interest in the Securities Accounts and all distributions, interest, dividends, options, warrants, increases, profits and income received therefrom, in all substitutions therefore and in all proceeds thereof in any form (collectively, the "Collateral").

3. **Representations and Warranties of Pledgor.** Pledgor represents and warrants to Bank (which representations and warranties shall be deemed to continue to be made until all of the Obligations have been paid in full and the Loan Agreement has been irrevocably terminated) that:

(a) The execution, delivery and performance by Pledgor of this Agreement and the pledge of the Collateral hereunder do not and will not result in any violation of any agreement, indenture, instrument, license, judgment, decree, order, law, statute, ordinance or other governmental rule or regulation applicable to Pledgor.

(b) This Agreement constitutes the legal, valid, and binding obligation of Pledgor enforceable against Pledgor in accordance with its terms.

(c) No consent or approval of any person, corporation, governmental body, regulatory authority or other entity, is necessary for the execution, delivery and performance of this Agreement by Pledgor or, the exercise by Bank of any rights with respect to the Collateral or for the pledge and assignment of, and the grant of a security interest in, the Collateral hereunder.

(d) Pledgor is not a party to any pending or, to the best of Pledgor's knowledge, threatened actions or proceedings before any court, judicial body, administrative agency or arbitrator which, if adversely determined could materially adversely affect the Collateral.

(e) Pledgor has the requisite power and authority to enter into this Agreement and to pledge and assign the Collateral to Bank, in accordance with the terms of this Agreement.

(f) Pledgor owns each item of Collateral and except for the pledge and security interest granted hereunder to Bank, the Collateral is free and clear of any other security interest, pledge, claim, lien, charge, hypothecation, assignment, offset or encumbrance whatsoever.

(g) The pledge and assignment of the Collateral and the grant of a security interest under this Agreement vest in Bank, all rights of Pledgor in the Collateral as contemplated by this Agreement.

(h) The Fair Market Value (as hereinafter defined) of the Collateral is at least \$2,143,000 Dollars. "Fair Market Value" of any Collateral at any date shall mean the lesser of (i) the current cash value of such Collateral as set forth on the most recent statement of account delivered to (A) Pledgor or (B) Bank with respect to such Collateral or (ii) the current cash value of such Collateral as determined by Bank.

4. **Affirmative Covenants.** Until such time as all of the Obligations have been paid in full and the Loan Agreement has been irrevocably terminated, Pledgor shall:

(a) Defend the Collateral against the claims and demands of all other parties and keep the Collateral free from all security interests and other encumbrances, except for the security interest granted hereunder to Bank.

(b) In the event Pledgor comes into possession of any portion of the Collateral in violation of the terms and provisions of this Agreement, hold the same in trust for Bank, and deliver to Bank, Collateral in the form received, no later than three (3) business days following Pledgor's receipt thereof.

(c) In the event any portion of the Collateral is held by a third party, take all action that Bank may reasonably request so as to maintain the validity, enforceability, perfection and priority of Bank's security interest in the Collateral.

(d) Within five (5) business days of receipt thereof by Pledgor, deliver to Bank all notices and statements relating to the Collateral received by Pledgor.

(e) Notify Bank promptly of any material adverse event relating to the Collateral or any material adverse change in the value of the Collateral.

(f) At the written request of Bank at any time and from time to time, at Pledgor's sole expense, promptly take such action and execute and deliver such financing statements and further instruments and documents as Bank may reasonably request in order to more fully perfect, evidence or effectuate the pledge and assignment hereunder and the security interest granted hereby and to enable Bank to exercise and enforce its rights and remedies hereunder. Pledgor authorizes Bank to file one or more financing or continuation statements under the Uniform Commercial Code of the States of New York or other appropriate state (the "UCC") relating to the Collateral, naming Bank as secured party.

(g) Furnish to Bank such other information relating to the Collateral as Bank may from time to time reasonably request.

5. Negative Covenants. Until such time as the Obligations have been paid in full and the Loan Agreement has been irrevocably terminated, Pledgor shall not:

(a) Sell, convey, or otherwise dispose of any of the Collateral or any interest therein or incur or permit to exist any pledge, mortgage, lien, charge, encumbrance or any security interest whatsoever with respect to any of Pledgor's assets, including, without limitation, the Collateral or the proceeds thereof other than that created hereby; provided, however, that unless an Event of Default has occurred which is then continuing, Pledgor may (i) receive and retain any and all interest payments and regular cash dividends paid by the companies in which Pledgor holds equity and/or debt securities in the Securities Accounts and (ii) sell and purchase equity and/or debt securities within the Securities Accounts, utilizing the proceeds from any such sale to purchase replacement securities regularly traded in the public securities marked located in the United States of America.

(b) Enter into any material amendment of or modification to any agreement between Pledgor and Broker relating to any of the Securities Accounts without Bank's prior written consent.

6. Events of Default.

The term "Event of Default" wherever used herein shall mean the occurrence of any one of the following events:

(a) An "event of default" or a "default" occurs under the Loan Agreement or the Loan Documents;

(b) Pledgor's failure to comply with or perform any of its undertakings or obligations under any agreement between Pledgor and Bank;

(c) Borrower's failure to comply with or perform any of its undertakings or obligations under any agreement between Borrower and Bank;

(d) Any representation, warranty, statement or covenant made or furnished to Bank by or on behalf of Pledgor or Borrower in connection with this Agreement proves to have been false in any material respect when made or furnished or is breached, violated or not complied with;

(e) Pledgor shall (i) apply for, consent to, or suffer to exist the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar fiduciary of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of creditors, (iii) commence a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (iv) be adjudicated a bankrupt or insolvent, (v) file a petition seeking to take advantage of any other law providing for the relief of debtors, (vi) acquiesce to, or fail to have dismissed, within thirty (30) days, any petition filed against it in any involuntary case under such bankruptcy laws, or (vii) take any action for the purpose of effecting any of the foregoing; or

(f) The Collateral is subjected to levy of execution, attachment, distraint or other judicial process; or the Collateral is the subject of a claim (other than by Bank) of a lien, security interest or other right or interest in or to the Collateral which is not stayed, lifted or released within thirty (30) days.

7. Remedies.

Upon the occurrence of an Event of Default and so long as such Event of Default is continuing Bank may:

(i) Demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon the Collateral (or any part thereof), as Bank may determine in its sole discretion;

(ii) Require that all distributions and other amounts payable with respect to the Collateral be delivered to Bank as additional collateral security for the Obligations; and

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(iii) Subject to the requirements of applicable law, sell, assign and deliver the whole or, from time to time any part of the Collateral for such price or prices and on such terms as Bank in its sole discretion may determine.

Pledgor acknowledges that ten (10) days' prior written notice of the time and place of any sale of any of the Collateral or any other intended disposition thereof shall be reasonable and sufficient notice to Pledgor within the meaning of the UCC. Pledgor hereby waives and releases any and all right or equity of redemption, whether before or after sale hereunder. In addition to the foregoing, Bank shall have all of the rights and remedies of a secured party under applicable law and the UCC.

8. Proceeds of Collateral Agreement. The proceeds of any disposition under this Agreement of the Collateral pledged to Bank by Pledgor shall be applied as follows:

(a) First, to the payment of all costs, expenses and charges of Bank incurred in connection with the care and safekeeping of the Collateral (including, without limitation, the expenses of any sale or any other disposition of any of the Collateral), the expenses of any taking, reasonable attorneys' fees and expenses, court costs, any other expenses incurred or expenditures or advances made by Bank in the protection, enforcement or exercise of its rights, powers or remedies hereunder, with interest on any such reimbursement at the rate prescribed in the Loan Agreement as the effective rate from the date of payment;

(b) Second, to the payment of the Obligations in whole or in part, in such order as Bank may elect, whether or not such Obligations are then due;

(c) Third, to such persons, firms corporations or other entities as required by applicable law including, without limitation, Section 9-608(c) of the UCC; and

(d) Fourth, to the extent of any surplus to the Pledgor or as a court of competent jurisdiction may direct.

9. No Waiver. Any and all of Bank's rights with respect to the pledge, assignment and security interest granted hereunder shall continue unimpaired, and Pledgor shall be and remain obligated in accordance with the terms hereof, notwithstanding (a) the bankruptcy, insolvency or reorganization of Pledgor, (b) the release or substitution of any item of the Collateral at any time, or of any rights or interests therein, or (c) any delay, extension of time, renewal, compromise or other indulgence granted by Bank in reference to any of the Obligations. Pledge hereby waives all notice of any such delay, extension, release, substitution, renewal, compromise or other indulgence, and hereby consents to be bound hereby as fully and effectively as if Pledgor had expressly agreed thereto in advance. No delay or extension of time by Bank in exercising any power of sale, option or other right or remedy hereunder, and no failure by Bank to give notice or make demand, shall constitute a waiver thereof, or limit, impair or prejudice Bank's right to take any action against Pledgor or to exercise any other power of sale, option or any other right or remedy.

10. Expenses. The Collateral shall secure, and Pledgor shall be jointly and severally liable for and shall pay to Bank on demand, from time to time, all expenses (including but not limited to, attorneys' fees and costs, taxes, and all transfer, recording, filing and other charges)

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of, or incidental to, the custody, care, transfer and administration of the Collateral, or in any way relating to the enforcement, protection or preservation of the rights or remedies of Bank under this Agreement.

11. Bank Appointed Attorney-In-Fact and Performance by Bank. Pledgor hereby irrevocably constitutes and appoints Bank as Pledgor's true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments and to do in Pledgor's name, place and stead, all such acts, things and deeds for and on behalf of and in the name of Pledgor, which Pledgor could or might do or which Bank may deem necessary, desirable or convenient to accomplish the purposes of this Agreement, including, without limitation, to execute such instruments of assignment or transfer or orders and to register, convey or otherwise transfer title to the Collateral into Bank's name. Pledgor hereby ratifies and confirms all that said attorney-in-fact may so do and hereby declares this power of attorney to be coupled with an interest and irrevocable. If Pledgor fails to perform any agreement herein contained, Bank may itself perform or cause performance thereof, and any expenses of Bank incurred in connection therewith shall be paid by Pledgor as provided in Section 10 hereof.

12. Captions. All captions in this Agreement are included herein for convenience of reference only and shall not constitute part of this Agreement for any other purpose.

13. Miscellaneous.

(a) This Agreement constitutes the entire and final agreement among the parties with respect to the subject matter hereof and may not be changed, terminated or otherwise varied except by a writing duly executed by the parties.

(b) No waiver of any term or condition of this Agreement, whether by delay, omission or otherwise, shall be effective unless in writing and signed by the party sought to be charged, and then such waiver shall be effective only in the specific instance and for the purpose for which given.

(c) In the event that any provision of this Agreement or the application thereof to Pledgor or any circumstance in any jurisdiction governing this Agreement shall, to any extent, be invalid or unenforceable under any applicable statute, regulation, or rule of law, such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law, and the remainder of this Agreement and the application of any such invalid or unenforceable provision to parties, jurisdictions, or circumstances other than to whom

or to which it is held invalid or unenforceable, shall not be affected thereby nor shall same affect the validity or enforceability of any other provision of this Agreement.

(d) This Agreement shall be binding upon Pledgor, and Pledgor's administrators, heirs, successors and assigns, and shall inure to the benefit of Bank and its successors and assigns.

(e) Any notice or request hereunder may be given to Pledgor or to Bank at their respective addresses set forth below or at such other address as may hereafter be specified in a notice designated as a notice of change or address under this Section. Any notice or

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request hereunder shall be given by (a) hand delivery, (b) registered or certified mail, return receipt requested, (c) telex or telegram, subsequently confirmed by registered or certified mail, or (d) telecopy to the number set out below (or such other number as may hereafter be specified in a notice designated as a notice of change of address) with telephone communication to a duly authorized officer of the recipient confirming its receipt as subsequently confirmed by registered or certified mail. Any notice or other communication required or permitted pursuant to this Agreement shall be deemed given (a) when personally delivered to any officer of the party to whom it is addressed, (b) on the earlier of actual receipt thereof or three (3) days following posting thereof by certified or registered mail, postage prepaid, or (c) upon actual receipt thereof when sent by a recognized overnight delivery service or (d) upon actual receipt thereof when sent by telecopier or the number set forth below with telephone communication confirming receipt and subsequently confirmed by registered, certified or overnight mail to the address set forth below, in each case addressed to each party at its address set forth below or at such other address as has been furnished in writing by a party to the other by like notice.

(A) If to Bank: Park Avenue Bank
460 Park Avenue
New York, New York 10022
Attention: Moshe Rosenwasser
Telephone: 212-755-4600 ext 170
Telecopy: 212-223-8086

with a copy to: Hahn & Hessen LLP
488 Madison Avenue
New York, New York 10022
Attention: Harvey C. Guberman, Esq.
Telephone: (212) 478-7200
Telecopy: (212) 478-7400

(B) If to Pledgor: Inter Alia Holding Company
275 Park Avenue South 7th Floor
New York, NY 10016
Telephone:
Telecopy:

(f) This Agreement shall be governed by and construed and enforced in all respects in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

(g) PLEDGOR AND BANK EACH HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OTHER AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE; AND PLEDGOR AND BANK EACH HEREBY AGREES AND

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CONSENTS THAT ANY SUCH ACTIONS OR PROCEEDINGS SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

(h) PLEDGOR EXPRESSLY CONSENTS TO THE JURISDICTION AND VENUE OF THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK, AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR ALL PURPOSES IN CONNECTION WITH THIS AGREEMENT. ANY JUDICIAL PROCEEDING BY PLEDGOR AGAINST BANK INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT SHALL BE BROUGHT ONLY IN THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK. PLEDGOR FURTHER CONSENTS THAT ANY SUMMONS, SUBPOENA OR OTHER PROCESS OR PAPERS (INCLUDING, WITHOUT LIMITATION, ANY NOTICE OR MOTION OR OTHER APPLICATION TO EITHER OF THE AFOREMENTIONED COURTS OR A JUDGE THEREOF) OR ANY NOTICE IN CONNECTION WITH ANY PROCEEDINGS HEREUNDER, MAY BE SERVED INSIDE OR OUTSIDE OF THE STATE OF NEW YORK OR THE SOUTHERN DISTRICT OF NEW YORK BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR BY PERSONAL SERVICE PROVIDED A REASONABLE TIME FOR APPEARANCE IS PERMITTED, OR IN SUCH OTHER MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SAID COURTS. PLEDGOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREON AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS.

(i) This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument. Any signature delivered by telecopy shall be deemed to be an original signature hereto.

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

INTER ALIA HOLDING COMPANY

By: /s/ Juliane Lynch

Name: Juliane Lynch

Title: President

THE PARK AVENUE BANK

By: /s/ Moshe Rosenwasser

Name: Moshe Rosenwasser

Title: Senior Vice President

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

Index No. 602025/09

-----x
G. PATRICK LYNCH and INTER ALIA HOLDING COMPANY, INC.,

STIPULATION OF SETTLEMENT BETWEEN PARK AVENUE BANK AND G. PATRICK LYNCH AND INTER ALIA HOLDING COMPANY, INC.

Plaintiff

-against-

INTERNATIONAL BARCODE CORPORATION, DAVID MICHAEL FROMER, THE PARK AVENUE BANK and OPPENHEIMER & COMPANY, INC.

Defendants.
-----x

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties as follows:

WHEREAS, Plaintiff, INTER ALIA HOLDING COMPANY, INC. ("Inter Alia"), is the Pledgor under a certain Pledge and Security Agreement dated September 5, 2008 (the "Pledge Agreement") pursuant to which Inter Alia pledged 295,000 shares of stock (the "Pledged Shares") in Northern Technologies International Corporation ("NTIC") held in a security account with defendant, OPPENHEIMER & COMPANY, INC. (the "Collateral") to defendant, The Park Avenue Bank ("Park Avenue");

WHEREAS, the Pledged Shares were pledged as security pursuant to the Pledge Agreement for a full recourse loan in the original principal sum of \$1,500,000.00 (the "Loan") made by Park Avenue to defendant, International Bar Code Corporation ("Bar Code");

WHEREAS, Bar Code defaulted under the Loan by failing to make the payment due on March 1, 2009 and failing to pay the entire Loan in full on the maturity date of June 1, 2009 (the "Defaults");

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WHEREAS, as a result of the Defaults, Park Avenue scheduled a UCC sale of the Collateral on July 2, 2009;

WHEREAS, Plaintiffs, G. PATRICK LYNCH ("Lynch") and Inter Alia (jointly and collectively referred to herein as "Plaintiffs") commenced this action by filing a Summons and Complaint on June 30, 2009 and immediately moved by Order to Show Cause for a temporary restraining order enjoining an auction of the Collateral scheduled for July 2, 2009;

WHEREAS, a new auction was scheduled for and held on July 31, 2009;

WHEREAS, on August 10, 2009, Park Avenue filed an Answer, Affirmative Defenses and Cross-Claims in response to the Complaint;

WHEREAS, on or about August 20, 2009, Plaintiffs served a First Amended Complaint which set forth a Third Cause of Action against Park Avenue alleging the July 31, 2009 sale was in violation of the Uniform Commercial Code claiming that notice of the sale had not been properly published;

WHEREAS, Park Avenue filed an Answer to the Amended Complaint on September 9, 2009 and agreed to voluntarily deem the July 31, 2009 auction a nullity;

WHEREAS, Plaintiffs moved for partial summary judgment on the Third Cause of Action ("Plaintiffs' Summary Judgment Motion");

WHEREAS, a second auction was held on September 23, 2009 at 4:00 p.m. (the Final Auction") at which Park Avenue was the successful purchaser of the Collateral for the sum of \$1,743,173.44

WHEREAS, Park Avenue moved to dismiss the Third Cause of Action;

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WHEREAS, The purchasers listed on the attached Schedule A ("The Purchasers") are interested in purchasing from Park Avenue 202,400 of the Pledged Shares (the "Purchasers' Shares") at the price of \$7.50 per Pledged Share for a total amount of 1,518,000.00.

WHEREAS, the Purchasers are a third-party beneficiary and have relied upon the representations made herein by Inter Alia.

WHEREAS, Inter Alia and Park Avenue have agreed to settle this action in accordance with the terms and conditions of this Stipulation.

WHEREAS, the Purchasers have agreed to purchase the Purchasers' Shares in accordance with the terms and conditions of this Stipulation.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Inter Alia and Lynch agree to dismiss the Complaint and the First Amended Complaint, as it pertains to Park Avenue, with prejudice.

2. The parties agree that the above referenced recitals are true and correct and incorporated by reference herein.

3. Inter Alia and Lynch agree that the Defaults occurred and that as a result thereof and pursuant to the terms of the Pledge Agreement, the Uniform Commercial Code as enacted in the State of New York, and this Stipulation, Park Avenue has foreclosed on the Pledged Shares in full satisfaction of all obligations under the Loan and Pledge Agreement.

4. Park Avenue has agreed to sell the Purchasers' Shares to the Purchasers in a private transaction in exchange for \$1,518,000.00 (the "Settlement Sum") from the Purchasers.

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The Purchasers' Shares shall be delivered electronically via the Depository Trust Company to coordinates given by the Purchasers, and the Purchasers' Shares shall be without restrictive legend.

5. The Purchasers have agreed to purchase the Purchasers' Shares for the Settlement Sum.

6. Park Avenue has agreed that its receipt of the Settlement Sum shall be in full satisfaction of Park Avenue's claims against Inter Alia, and that upon receipt of the Settlement Sum from the Purchasers, Park Avenue will transfer the remaining Pledged Shares held by Park Avenue (the Purchasers' Shares subtracted from the Pledged Shares, for a total of 92,600 shares (the "Remaining Shares")) to Balestriere Lanza PLLC to be held in trust for Inter Alia.

7. Lynch and Inter Alia represent that as of the date of this agreement and the aforementioned foreclosure in Paragraph 3, and the date the Purchasers' Shares are delivered to the Purchasers, there are and will not be any restrictions on the Purchasers' Shares that would prevent the Purchasers from selling such Purchasers' Shares in the open market or otherwise. This document incorporates by reference the legal opinion provided to the Purchasers, attached as Exhibit A, relating that there are no restrictions on the Purchasers' Shares that would prevent the Purchasers from selling such Purchasers' Shares in the open market or otherwise. The purchase by the Purchasers of the Purchasers' Shares is contingent on the delivery to the Purchasers of such original legal opinion in form and substance acceptable to the Purchasers.

8. Lynch represents and warrants that he has authority to enter into this Stipulation on behalf of Inter Alia.

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9. Moshe Rosenwasser, the Senior Vice-President of Park Avenue represents and warrants that he has authority to enter into this Stipulation on behalf of Park Avenue.

10. Inter Alia and Park Avenue acknowledge that the Purchasers are relying on the representations, undertakings and recitals made and contained herein in connection with the purchase by the Purchasers of the Purchasers' Shares.

11. Inter Alia shall hold harmless, indemnify and defend Park Avenue, its officers, directors, members, managers, employees, agents, affiliates, successors, assigns and attorneys against any claims, demands, costs, and damages, including attorney's fees costs and disbursements, from any and all claims which relate to the subject matter of the underlying claims, the Collateral, the foreclosure sale of the Collateral and any past or future securities law violation arising from the Collateral or the foreclosure sale of the Collateral, including but not limited to claims asserted by the United States Government or the Securities and Exchange Commission, to the extent enforceable under applicable law. Notwithstanding the aforementioned, Inter Alia's indemnification of Park Avenue shall not encompass any claims brought against Park Avenue which are extraneous to the underlying claims.

12. Inter Alia shall hold harmless, indemnify and defend the Purchasers, its officers, directors, members, managers, employees, agents, affiliates, successors, assigns and attorneys against any claims, demands, costs, and damages, including attorney's fees costs and disbursements, from any and all claims which relate to the Purchasers' Shares and any past or future securities law violation arising from the Purchasers' Shares, including but not limited to claims asserted by the United States Government or the Securities and Exchange Commission, to the extent enforceable under applicable law.

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13. Except as provided to the contrary herein, including the indemnification and hold harmless provisions set forth in Paragraph 6 herein, Park Avenue, Inter Alia and Lynch hereby mutually release each other and their respective officers, directors, members, managers, employees, agents, affiliates, successors, assigns and attorneys from any and all claims either now existing or arising in the future regarding the subject matter of this lawsuit and/or the sale of the Collateral.

14. Nothing herein is intended to limit or prevent Inter Alia, Lynch, or Park Avenue from pursuing any claims against Bar Code or Oppenheimer & Company, Inc.

15. The parties acknowledge that they have not relied on any oral representations in connection with entering into this Stipulation. Any modification to this Stipulation must be in writing and executed by all parties to be charged.

16. The provisions of this Stipulation shall survive the discontinuance of this action.

17. This Stipulation may be executed in counterparts, which counterparts, when taken together, shall constitute this Stipulation.

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Dated: New York, New York
November 30, 2009

KRISS & FEUERSTEIN LLP

By: /s/ Jerold C. Feuerstein
Jerold C. Feuerstein, Esq.
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360 Lexington Avenue, Suite 1200
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(212) 661-2900

Park Avenue Bank

By: /s/ Moshe Rosenwasser
Moshe Rosenwasser, SVP

BALESTRIERE LANZA PLLC

By: /s/ John G. Baslestriere
John G. Balestriere, esq.
Attorneys for Plaintiffs
225 Broadway, Suite 2900
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(212) 374-5401

INTER ALIA HOLDING COMPANY, INC.

By: /s/ G. Patrick Lynch
G. Patrick Lynch

G. Patrick Lynch

By: /s/ G. Patrick Lynch

SO ORDERED:

/s/ Justice James A. Yates
Justice James A. Yates, JSC

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

On the 8th day of December in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared, Justice James A. Yates personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed same and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public