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FORM PTO-1595  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
M&G- 758.1183USAA

REC

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Donaldson Company, Inc.</p> <p style="text-align: center; font-size: 2em;">3-5-02</p>	<p>2. Name and address of receiving party(ies):</p> <p>Wiley Organics, Inc. dba Organic Technologies 1245 South 6th Street Coshocton, Ohio 43812</p>
<p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

3. Nature of conveyance:

Assignment       Merger

Security Agreement       Change of Name

Other: Technology Acquisition Agreement

Execution Date: December 20, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

<p>A. Patent Application No.(s)</p>	<p>B. Patent No.(s)</p> <p>Listed on Attached Sheet</p>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Mark DiPietro Address: Merchant &amp; Gould P.C. P.O. Box 2903 Minneapolis, MN 55402-0903</p>	<p style="text-align: center; font-size: 1.5em;">23552</p> <p style="text-align: center; font-size: 0.8em;">PATENT TRADEMARK OFFICE</p>	<p>6. Total number of applications and patents involved: 15</p> <p>7. Total fee (37 CFR 3.41): \$600.00 (\$40 each)</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725</p>
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DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

<p>Mark DiPietro</p> <p>_____ Name of Person Signing</p>	<p>_____ Signature</p>	<p>February 20, 2002</p> <p>_____ Date</p>
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Total number of pages including cover sheet, attachments, and document: 14

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
Box Assignments  
Director - U.S. Patent and Trademark Office  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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PATENT  
REEL: 012653 FRAME: 0412

U.S. PATENTS

U.S. Patent No.	Inventor	Subject
5,110,740	Pokora et al.	Pretreatment of phenolic resin suspension to remove residual phenol
5,112,752	Johnson	Biocatalytic oxidation
5,147,793	Pokora	Soy bean hull oxidation
5,151,488	Hutchings	Liquid crystal
5,153,298	Pokora	Phenolic reaction
5,178,762	Pokora	Sludge treatment
5,188,953	Johnson	Phenolic oxidation
5,278,046	Johnson	Peroxidase enzyme assay
5,367,043	Butler	Formaldehyde free resin; Y and Z subst.
5,391,488	Johnson	Oxidation of primary alcohol not phenol
5,491,085	Pokora	Peroxidase enzyme
5,508,180	Johnson	Peroxidase enzyme
5,541,091	Wheeler	Phenolic dimmer
5,583,267	Wheeler	Tetralkyl biphenyl
5,767,327	Kaplan	Bis-phenol oxidation

Technology Acquisition Agreement between  
Donaldson Company, Inc. ("DONALDSON")  
and Wiley Organics, Inc., dba Organic Technologies ("OT")

This Technology Acquisition Agreement ("Agreement") entered into 21 December 2001 (the "Effective Date") is designed to set forth the terms of a definitive written agreement between DONALDSON and OT regarding the purchase and sale of OT's Biocatalytic Oxidation Using Peroxidases Technology ("Peroxidase Technology") and the assignment of related patents and patent assets to DONALDSON. In this agreement the term "Peroxidase Technology" includes, but is not limited to, (1) U.S. patents and applications and corresponding foreign patents and applications filed world wide, (2) OT's licensed technology, industrial property including patent disclosures and unfiled applications (3) know-how and (4) trade secrets. Peroxidase Technology includes, for example, license rights for those patents set forth in Exhibit A that were issued to Mead Corporation and licensed to OT, contractual assets set forth in Exhibit B, pending and issued patents set forth in Exhibit C as well as any continuations, continuations-in-part, divisional applications, and any Letters Patent issued therefrom including reissues, together with all non-U.S. corresponding patents and applications.

1. Transfer of Peroxidase Technology to DONALDSON

OT hereby transfers, assigns, and sells to DONALDSON, OT's entire right, title, and interest throughout the world, in the Peroxidase Technology.

2. OT's right to Sell or License the Peroxidase Technology

Subject to specific approval by DONALDSON, OT may continue to sell current products made utilizing the Peroxidase Technology to current customer(s) of OT on a royalty-free basis. The customers, technology, applications, and markets applicable are set forth in Exhibit D.

2.1 Subject to specific approval by DONALDSON, with regard to future sales of products utilizing the Peroxidase Technology other than the current products identified in Exhibit D, OT agrees to pay to DONALDSON a royalty based on approved sales, the royalty rate to be negotiated in good faith on a case-by-case basis, in light of the nature of the product. OT agrees to disclose all information relevant to DONALDSON's evaluation of the product to establish royalty, including but not limited to, customer identity, relevant market, product nature and product volume. Approval by DONALDSON will be granted only for customers of OT determined by DONALDSON not to be in competition with DONALDSON.

2.2 Subject to specific approval by DONALDSON with regard to licensing the Peroxidase Technology, OT agrees to pay to DONALDSON a royalty of twenty-five percent of all royalties earned by OT. OT agrees to disclose all information relevant to DONALDSON's evaluation of the customer to establish the competitive nature of the customer, including but not limited to, customer identity, relevant market, product nature and product volume. Approval by DONALDSON will be granted only for customers of OT not competing with DONALDSON.

### 3. Representations and Warranties

3.1 OT represents and warrants to DONALDSON as follows:

3.1.1 OT holds all right, title and interest in the Peroxidase Technology, free and clear of any and all claims, liens, and encumbrances of any kind and nature whatsoever. No third party including OT or any of OT's employees, past or present, will retain residual rights or claims to the Peroxidase Technology. OT warrants that it holds a license under the patents listed in Schedule A and that it holds the right to grant or transfer a royalty free license to DONALDSON. OT warrants that it owns the patents listed in Schedule C and that it holds the right to grant or transfer the patents to DONALDSON.

3.1.2 OT has the right and authority to enter into this Agreement, and the execution and performance of this Agreement by OT will not violate or result in violation of any other agreement to which OT is a party.

3.1.3 OT has delivered or will deliver to DONALDSON copies of patents and patent applications, patent and patent application status reports, invention disclosure documents, patent prosecution files, opinions OT has received regarding third party patents, all lab books, research reports, customer lists, call reports, invention disclosures, documentation, and any and all other materials that were used in creation of the Peroxidase Technology and are currently in OT's possession, custody, or control, that embody the Peroxidase Technology, or that may be necessary or useful in the utilization, licensing, and modification of the Peroxidase Technology by DONALDSON. The following shall be provided for all patents related to the Peroxidase Technology:

3.1.3.1 Titles, patent numbers, and serial numbers of issued patents; titles and serial numbers of pending patents; and titles of inventions or technology not yet filed.

3.1.3.2 Names and status of inventors (present employee, past employee, contractor) for each item listed in 3.1.3.1.

3.1.3.3 Countries filed in (U.S. and corresponding foreign patents and applications).

3.1.3.4 Representation that if issued, maintenance fees are fully paid up.

3.1.3.5 Representation that none of the items listed in 3.1.3.1 are subject to any ownership dispute, litigation, reexamination, reissue, or interference.

3.1.4 OT has delivered to DONALDSON a true and complete copy of, and listed on Exhibit A hereto, each written agreement and license and an accurate description of each oral agreement and license relating to the Peroxidase Technology, including all

amendments, waivers, or other changes thereto. There are no other written or oral contractual commitments, contracts, or licenses to which OT is a party or by which it is bound which shall be binding upon DONALDSON.

- 3.1.5 Every employee, consultant, licensee, or other person who has contributed in any way to the development of the Peroxidase Technology after March 1998 either: (1) was at the time of each contribution an employee of OT, or (2) entered into an agreement of the type described in the following paragraph.
- 3.1.6 OT has delivered to DONALDSON a true and complete copy of, and listed on Exhibit B hereto, all agreements with its employees, consultants, licensees, and other persons who have in any way contributed to the development of the Peroxidase Technology after March 1998 under which such persons agree to hold the Peroxidase Technology in secrecy and confidence and transfer and assign to OT all rights in the Peroxidase Technology including without limitation trade secret and patent rights.
- 3.1.7 OT has delivered to DONALDSON and identified on the attached Exhibit C any and all patents and patent applications made by or on behalf of OT relating in any way to the Peroxidase Technology.
- 3.1.8 OT agrees to transfer to DONALDSON all business and legal files related to the Peroxidase Technology including those related to the patents, trade secrets, and know-how. DONALDSON will be responsible for prosecuting all U.S. and corresponding foreign patent applications and maintaining all patents after the Effective Date. OT has paid, and is current on, all patent maintenance fees due as of the Effective Date. OT will provide reasonable consulting assistance to DONALDSON as necessary to fully understand the underlying inventions, patents, trade secrets, or know-how. OT will be reimbursed for documented reasonable out-of-pocket expenses incurred in connection with such advice or consultation where such expenses have been approved in advance by DONALDSON.

- 3.1.9 OT has no knowledge or information that the Peroxidase Technology infringes any patents, copyrights, trade secrets, or other proprietary rights of any third party. Other than those in Exhibit A, no rights or licenses are required from third parties to exercise any rights with respect to the Peroxidase Technology or any part thereof. OT has no knowledge that the Peroxidase Technology has been infringed by any third party. OT has taken proper steps to protect the trade secrets and know-how associated with the Peroxidase Technology.
- 3.1.10 There are no actions, suits, litigation, proceedings, or controversy in any court or legal proceeding threatened by or against OT or any of its employees, officers, or agents arising out of or related to the Peroxidase Technology. There are no claims, demands or controversies that would, if proven, constitute a breach of any of the representations and warranties of OT contained herein.
- 3.1.11 OT has not and will not license, assign, sell or otherwise transfer or grant any rights in the Peroxidase Technology to any third party and shall not use or otherwise commercialize the Peroxidase Technology to develop, market, or distribute a product that competes with DONALDSON. OT will indemnify and hold harmless DONALDSON against any and all loss, cost, or liabilities that may arise as a result of a claim that would constitute a material breach of OT warranties or obligations under this Agreement. Notwithstanding the foregoing indemnification, and not in derogation of it, DONALDSON may elect to defend or to settle, at its sole discretion and expense, any claim that would alter, diminish, or otherwise effect DONALDSON's rights in the Peroxidase Technology.
- 3.1.12 OT agrees to cooperate in making OT's technical personnel available to DONALDSON in the preparation and execution of any document deemed by DONALDSON to be useful during proceedings in any Patent Office regarding any U.S. or corresponding foreign applications hereunder.

4. Consideration

In consideration for the sale of the Peroxidase Technology, DONALDSON agrees to pay OT a one time fixed fee payment of Three Hundred Seventy-five Thousand Dollars (\$375,000), payable upon the Effective Date of this Agreement.

No other payments shall be due OT for the purchase of Peroxidase Technology.

5. Confidential Information

OT and DONALDSON may exchange information which may be considered confidential. The disclosure of such information shall be in accordance with the current confidentiality agreement between OT and DONALDSON. OT shall not disclose information concerning the Peroxidase Technology or any nonpublic information to any person or other business entity nor use such information for any purpose other than in accordance with this Agreement.

6. General

6.1. The parties agree that the following individuals shall represent them in any discussions related to this Agreement. All contacts with any employee of the other party will be through these principals. Whenever notice is required, it shall be made to the following addresses:

OT:

Mr. David B. Wiley  
Organic Technologies  
1245 South 6<sup>th</sup> Street  
P.O. Box 640  
Coshocton, Ohio 43812



DONALDSON: Gary Anderson  
Director of Global Sourcing  
DONALDSON Company, Inc.  
P.O. Box 1299  
Minneapolis, MN 55440-1299

- 6.2. Except as may be agreed between the parties or to the extent required by law, no press release or public announcement shall be made concerning this Agreement.
- 6.3. Each party shall bear its own expense and costs (except for those in 3.1.7) with regard to all activities relating to this Agreement.
- 6.4. This Agreement shall be construed in accordance with the laws of the State of Minnesota.
- 6.5 This Agreement is a purchase/sale agreement and is intended to grant rights to DONALDSON in perpetuity.
- 6.6 If at any time, any party shall waive its rights arising out of any breach of the other party's duties, such waivers shall not be construed as a continuing waiver of that party's rights respecting other breaches of the same or other provisions of this Agreement.
- 6.7 All disputes arising out of or relating to this Agreement (including any questions of fraud or questions concerning the validity or enforceability of this Agreement or any of the rights herein conveyed) shall be settled by arbitration to be held in Minneapolis, Minnesota. Such arbitration proceedings shall be held in accordance with the Commercial Rules of the American Arbitration Association at the time of the proceedings. The arbitration panel shall consist of one arbitrator. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The parties shall cooperate for the purpose of having the arbitration speedily concluded. Judgment upon the award of all or a majority of the arbitrators shall be binding upon the parties hereto and may be entered in any court

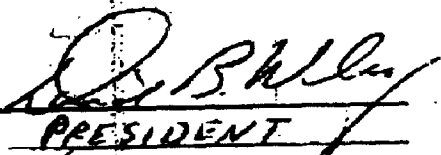
having jurisdiction. Specific performance and injunctive relief may be included in the award. Costs and attorney fees shall be paid as the Arbitrator's award shall specify. As the sole exception to arbitration, each party shall have the right to obtain injunctive relief, only, from any court having jurisdiction so as to preserve that party's rights for resolution in any pending or imminent arbitration proceedings, but no such injunction shall prohibit or postpone such arbitration proceedings and the injunctions may be modified or vacated as a result of the arbitration award. This paragraph 6.7 shall survive any termination of this Agreement.

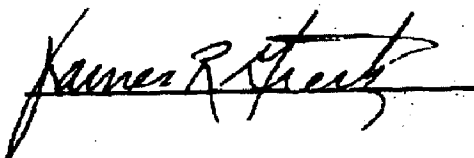
6.8. Both parties agree that this Agreement is the complete and exclusive statement of agreement between the parties and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof. This Agreement may only be amended or superseded by a writing signed by both parties.

ACCEPTED AND AGREED TO:

WILEY ORGANICS, INC. dba  
ORGANIC TECHNOLOGIES

DONALDSON COMPANY,  
INC.

By   
Its: PRESIDENT



DATE: December 20, 2001

DATE: 20 Dec 2001

**EXHIBIT A**  
License to Existing Patents

Patent No. 5,807,933	Carboxyl-containing resins and method of preparation Patent application no. 07/901722	filed 6/22/92
Patent No. 5,278,055 and Reissue 35,247	Biocatalytic production of phenolic ramped addition	filed 9/22/92
Patent No. 4,900,671	Biocatalytic process for preparing resins using peroxidase or oxidase enzyme	filed 8/7/87
Asset Purchase Agreement (included as a part of the attachment A)	Between Mead Corporation and Enzymol International, Inc.	Dated 14 July 1993

EXHIBIT B  
Agreements with Employees, Consultants, and Others

Peroxidase Technology

Gregory Kaplan  
7112 Tumblebrook Drive  
New Albany, Ohio 43054

Alex Pokora  
12931 Oakmere Dr.  
Pickerington, Ohio 43147

Joseph Jakowski  
1426 Yorktown Rd.  
Columbus, Ohio 43232

Past Enzymol Employee

Michael Wheeler  
2670 Dibblee Ave.  
Columbus, Ohio 43204

Past Mead Employee  
Mark A. Johnson  
30 Timberlane Drive  
Chillicothe, Ohio 45601

David A. Hutchings

## EXHIBIT C

### Patents, Corresponding Foreign Patents, Applications for Patents in the U.S. and Elsewhere Other Inventions

No.	Patent No.	Inventor	Subject
1	U.S. 5,110,740 (EP 416,864)	Pokora et al.	Pretreatment of phenolic resin suspension to remove residual phenol
2	U.S. 5,112,752 (EP 481,815) (DE 69126939)	Johnson	Biocatalytic oxidation
3	U.S. 5,153,298 (EP 355,868)	Pokora	Phenolic reaction
4	U.S. 5,188,953	Johnson	Phenolic oxidation
5	U.S. 5,147,793	Pokora	Soy bean hull oxidation
6	U.S. 5,278,046	Johnson	Peroxidase enzyme assay
7	U.S. 5,367,043	Butler	Formaldehyde free resin; Y and Z subst. unsaturated
8	U.S. 5,391,488 (EP 610,629)	Johnson	Oxidation of primary alcohol not phenol
9	U.S. 5,491,085 (CA 2,068,259) (FR 2,676,449) (MX 9,202,259)	Pokora	Peroxidase enzyme
10	U.S. 5,508,180	Johnson	Peroxidase enzyme
11	U.S. 5,541,091 (WO 96/31614)	Wheeler	Phenolic dimmer
12	U.S. 5,583,267 (WO 96/23074)	Wheeler	Tetralkyl biphenyl
13	U.S. 5,767,327	Kaplan	Bis-phenol oxidation
14	U.S. 5,151,488	Hutchings	Liquid crystal
15	U.S. 5,178,762	Pokora	Sludge treatment
16	JP 3,037,954		Photoresist composition
17	JP 2,136,629		Biocatalytic process
18	PCT US 2001/00041 (U.S. Serial No. 09/477,754)	Jakowski	Method of production of polyanilines

EXHIBIT D

<b>Product</b>	<b>Customer Company</b>
TBP	DONALDSON Company
BPA 6000	Dead Sea Bromide Group Daychem
BPA 1500	Dead Sea Bromide Group
SBP-MD	Univ. Deqli Studi Di Firenze (Italy) Boston Probes, Inc. Innogenetics NV Nova Biomedical Rensselaer Polytechnic Institute Northeastern Univ. Sarnoff, Inc.
Polyaniline pTSA salt	Americhem, Inc. Ribek Development Peramco, Inc.
Polyaniline Base	Ribek Development Physical Sciences, Inc.
Divanillin	Aldrich Chemical Company

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