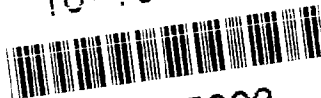


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PATENTS ONLY

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Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

CONSOLIDATED SAWMILL MACHINERY INTERNATIONAL

2. Name and address of receiving party(ies)

Name: U.S. NATURAL RESOURCES

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☒ Merger☐ Security Agreement☐ Change of Name☐ Other _____

Street Address: 558 Robinson Road

City: Woodland State: WA Zip: 98674

Execution Date: 01/02/1996

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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: _____

A. Patent Application No.(s) _____

B. Patent No.(s) _____

4,801,233 and 4,945,976

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert L. Harrington

Internal Address: Schwabe Williamson & Wyatt

Street Address: 1211 SW Fifth Avenue

Suite 1600-1900

City: Portland State: OR Zip: 97204

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 80

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

500393

2003 OCT 14 PM 2:50
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Patchen M. Haggerty for Robert L. Harrington
Name of Person Signing

Signature

10/08/03

Date

Total number of pages including cover sheet, attachments, and documents: 13

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

10/16/2003 LNUELLER 00000002 500393 4001233

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PATENT
REEL: 014580 FRAME: 0566

ORIGINAL

STOCK PURCHASE AGREEMENT

AGREEMENT made to be effective as of the 2nd day of January 1996 by and between CAN-CAR, INC., a Delaware corporation ("Seller"), and U.S. NATURAL RESOURCES, INC., a Delaware corporation ("Buyer").

Recitals

WHEREAS, Seller owns all one hundred of the issued and outstanding shares (the "Shares") of the 10 cents par value common stock of CONSOLIDATED SAWMILL MACHINERY INTERNATIONAL INC., a Delaware corporation ("Company"); and

WHEREAS, Seller is a member of an affiliated group of corporations ("Group") owned or otherwise controlled by HAWKER SIDDELEY CANADA INC. ("Parent"), a Canadian corporation;

WHEREAS, Parent is willing to guaranty the obligations of Seller herein;

WHEREAS, Seller desires to sell and Buyer desires to purchase the Shares on the terms and subject to the conditions set forth herein; and

WHEREAS, Parent and Buyer have entered into a separate agreement (the "Canadian Agreement") whereby Parent shall sell and Buyer shall purchase certain of the assets and assume certain of the liabilities of Parent's CSMI Division located in Langley, British Columbia;

NOW, THEREFORE, the parties agree as follows:

SECTION 1. PURCHASE OF SHARES AND RELATED MATTERS

1.1 Purchase of Shares. Subject to the terms and conditions set forth herein, at the Closing (as defined in Section 9) Seller will sell all of the Shares to Buyer and Buyer will purchase all of the Shares from Seller.

1.2 Purchase Price. The unadjusted purchase price (the "Unadjusted Purchase Price") for the Shares shall be eleven million three hundred fifty-two thousand and no/100 dollars (\$11,352,000). The Unadjusted Purchase Price was determined as follows:

| | |
|--------------------------------------|--------------|
| Total net assets of Company | |
| per line 23 of management balance | |
| sheet for Company's Portland and Hot | |
| Springs facilities dated as of | |
| August 25, 1995 less gain transfer | |
| (the "August MR4") | \$15,436,000 |

EXHIBIT A

11.11 Excluded Assets and Liabilities under Section 1. Seller shall defend, indemnify and hold Company and Buyer harmless from and against any and all claims, actions, liability, losses, damages, costs and expenses directly related to the following assets and liabilities which are to be excluded pursuant to Sections 1.2.1 and 1.2.2 from the August MR4 and Closing MR4 when determining the Purchase Price: (i) intercompany accounts receivables with Parent, except CSMI Division; (ii) gain transfer (Portland and Hot Springs); (iii) prepaid insurance (including worker's compensation); (iv) accrued medical/dental claims and accounts payable with respect to insurance; and (v) bonus/MIC payable.

11.12 Portland Lease. Company occupies the premises located at 4000 NW St. Helens Road in Portland, Oregon pursuant to that certain Commercial Lease Agreement (the "Portland Lease") dated as of November 1, 1993 by and between LaGrand Steel Corp. and Brian M. LaGrand, as the landlords, and Company, as the tenant. In accordance with section 14 of the Portland Lease, the landlords have consented to the sale of the Shares to Buyer, a copy of which consent is attached hereto as EXHIBIT 11.12A. At the request of Buyer, Seller has caused Company to send a letter to the landlords in the form of EXHIBIT 11.12B, but the landlords' response to such letter, whether favorable or unfavorable, shall not be a condition to Closing. Seller represents to Buyer that Company has complied with subsection 8.1 of the Portland Lease by making no additions, alterations or improvements to the premises, after the effective date of the Portland Lease, over the landlords' objection. In the event the landlords exercise their option under subsection 17.2 of the Portland Lease to require the removal of the in-plant mezzanine offices constructed by Company and/or the restoration of the affected portion of the premises to its condition prior to the construction of the offices, Buyer shall provide Seller with written notice of same and shall consult with Seller concerning the work that needs to be done. Buyer shall not have a duty to mitigate such costs by negotiating a monetary settlement with landlords in lieu of removal and/or restoration of the premises. Seller shall reimburse Buyer for all costs reasonably incurred by Buyer to accomplish such removal and/or restoration work within 30 days after Buyer has provided Seller with reasonable proof of the amount of such expenses.

SECTION 12 COVENANT NOT TO COMPETE

From and after the Closing Date, Seller, Parent and each member of Group shall not, without the prior written consent of Buyer, for a period of five years following the Closing Date, directly or indirectly engage in, or have any controlling interest in any corporation, partnership or other enterprise that engages in the business of manufacturing and or selling heavy sawmill machinery and equipment anywhere in the world. The duration or scope of this covenant may be limited by a court of competent jurisdiction without voiding the entire covenant. In the event of a violation of this covenant, Buyer shall be entitled, in addition

14.10 Payment of Fees and Expenses; Brokerage Commissions. Each party to this Agreement will be responsible for, and will pay, all of its own fees and expenses, including those of its counsel and accountants, incurred in the negotiation, preparation, and consummation of the Agreement and the Purchase. Furthermore, each party will pay any claims for brokerage commissions, finders' fees, or similar compensation in connection with this transaction based on any arrangement or agreement entered into by such party.

14.11 Third-Party Beneficiaries. Except as expressly provided otherwise herein, the terms of this Agreement are not intended to establish or to create any rights in any persons or entities other than Seller, Buyer and Parent.

14.12 Exhibits. Exhibits referred to in this Agreement are incorporated herein by reference and are made a part hereof to the same extent as if they were included in the text hereof.

14.13 Exclusive Jurisdiction and Venue. Each party irrevocably agrees to the exclusive jurisdiction of the courts of Oregon, federal and state, for purposes of any action arising out of or relating to this Agreement. Any action between the parties hereto, including Parent, arising out of or relating to this Agreement shall be brought by the party commencing such litigation exclusively in a federal or state court located in Multnomah County, Oregon.

14.14 Attorney Fees. In case any action is instituted over any dispute concerning this Agreement, the prevailing party shall be entitled to collect from the party not prevailing, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable as attorney fees, whether incurred before trial, at trial or on appeal of said action.

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

CAN-CAR, INC.

U.S. NATURAL RESOURCES, INC.

By B. Bandler
Title Secretary
"Seller"

By [Signature]
Title President
"Buyer"

GUARANTY

The undersigned corporation, referred to as "Parent" in the foregoing Stock Purchase Agreement, hereby confirms all obligations expressly assigned to it under the Stock Purchase

Agreement and guarantees the full performance of the obligations of CAN-CAR, INC., referred to as "Seller" in the Agreement, to U.S. NATURAL RESOURCES, INC., referred to as "Buyer" in the Agreement, to the same extent as if the undersigned had signed such Agreement as a third party or as the Seller. In the event a claim should arise in favor of Buyer against Parent under this Guaranty, Buyer shall be entitled to proceed directly against Parent, whether or not it has first proceeded against Seller, subject to Section 14.13 of the Agreement.

DATED this 2 day of January 1996.

HAWKER SIDDELEY CANADA INC.

By *M. Bandler*

Title *Vice-President, General
Counsel & Secretary*

RESOLUTION OF THE BOARD OF DIRECTORS

OF

U.S. NATURAL RESOURCES, INC.

RESOLVED, that the Board of Directors deems it to be in the best interest of the Company to acquire the stock of Consolidated Sawmill Machinery International, Inc., (CSMI) and acquire certain assets and assume certain liabilities of the CSMI division of Hawker Siddeley Canada, Inc. located in Langley, British Columbia for such value and upon such terms and conditions, and for such consideration as the President, and Vice President of the Company shall so determine, and to enter into such ancillary agreements as may be deemed necessary, and desirable in relation thereto.

FURTHER RESOLVED, that the President and Vice presidents of this Company, Richard H. Ward, Donald R. Bechen, and Gary Hogue are hereby authorized to negotiate, and cause to be prepared formal agreements of purchase containing appropriate acquisition terms, protective covenants, and warranties relating to this acquisition, and to execute, and deliver in the name of, and on behalf of the Company any and all papers, and documents necessary or desirable, to affix the Corporate Seal, and to do all further acts as may be necessary or desirable to carry out, and complete this transaction, and any transaction ancillary thereto.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the governing Board of this Corporation at a telephonic meeting of the Board of Directors held on the 4th day December, 1995, and that said resolution is still in force and effect.

WITNESS my hand and the seal of this Corporation this 8th day of December, 1995.

U.S. NATURAL RESOURCES, INC.

Donald R. Bechen
Donald R. Bechen, Secretary

Donald R. Bechen 1/4/96

EXHIBIT 1.3.2.

PURCHASE PRICE STATEMENT

Total Net Assets MR4 line 23

Adjustments:

Pension Plan Liability
Portland Net Leasehold Improvements
Additional Reserves for Jobs

Unadjusted Purchase Price

Excluded Assets:

All Cash
Int. Co. Receivables with Parent
Prepaid Insurance
Net Intangibles (Goodwill)

Excluded Liabilities:

Int. Co. Payables with Parent & Seller
Funding Loan - Intercompany
Accrued Medical / Dental Claims
Bonus / MIC Payable

| August 26, 1985 | | | | Total |
|-----------------|-------------|---------------|---|-----------|
| Portland | Hot Springs | Gain Transfer | | |
| 3638000 | 12660000 | -862000 | | 151436000 |
| 226000 | 620000 | 0 | 0 | 846000 |
| -930000 | 0 | 0 | 0 | -930000 |
| 0 | -4000000 | 0 | 0 | -4000000 |
| 2834000 | 8260000 | -862000 | | 11352000 |
| 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 | 0 |
| -65000 | -132000 | 0 | 0 | -197000 |
| 0 | 0 | 0 | 0 | 0 |
| 143000 | 246000 | | | 389000 |
| 0 | 0 | 0 | 0 | 0 |
| 49000 | 98000 | 0 | 0 | 147000 |
| 153000 | 0 | 0 | 0 | 153000 |
| 3214000 | 9492000 | -862000 | | 11844000 |

| Closing Date | | | | Total |
|--------------|-------------|---------------|--|-------|
| Portland | Hot Springs | Gain Transfer | | |
| | | | | |
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Purchase Price Increase (Decrease)

EXHIBIT 1.3.2

AGREED:

CAN-CAR, INC.

Per

Date

U.S. NATURAL RESOURCES, INC.

Per

Date

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

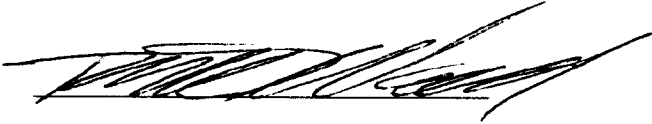
DECLARATION OF RICHARD H. WARD

I, Richard H. Ward, hereby declare as follows:

1. I am the President of U.S. Natural Resources, a Delaware Company ("USNR") and 2457385 Nova Scotia Company, a Nova Scotia Company ("2457385 Nova Scotia"), both with a mailing address of P.O. Box 310, Woodland, WA, 98674, U.S.A, and have personal knowledge of the facts stated in this declaration.
2. 2457385 Nova Scotia is a majority-owned subsidiary of USNR.
3. On January 2, 1996, USNR purchased all one hundred of the issued and outstanding shares of Consolidated Sawmill Machinery International, Inc. ("CSMI"), which included all patents, patent registrations and applications and other patent rights relating thereto, as evidenced by the Stock Purchase Agreement attached hereto as Exhibit A ("U.S. Agreement").
4. On January 2, 1996, 2457385 Nova Scotia purchased certain of the assets used in connection with the Langley, British Columbia location of CSMI, including all patents, patent registrations and applications and other patent rights relating thereto, as evidenced by the Asset Purchase Agreement attached hereto as Exhibit B ("Canadian Agreement"). USNR was the guarantor of the Canadian Agreement.
5. As of January 2, 1996, CSMI was the sole and exclusive owner, by assignment from Harvey Industries, Inc., in and to the following U.S. patents:
 - i. U.S. Patent No. 5,099,896 (the '896 patent), entitled ROTARY BOARD PICK.STORE/PLACE METHOD AND APPARATUS;
 - ii. U.S. Patent No. 4,774,403 (the '403 patent), entitled TRIANGULATION-TYPE POSITION MEASURING DEVICE;
 - iii. U.S. Patent No. 4,801,233 (the '233 patent), entitled STICKER PLACER APPARATUS; and
 - iv. U.S. Patent No. 4,945,976 (the '976 patent), entitled LUGGED CHAIN BOARD LOADING APPARATUS.

6. Pursuant to the U.S. and Canadian Agreements, and for the good and valuable consideration associated with those Agreements, CSMI sold, assigned and transferred the full and exclusive right, title and interest for the territory of the United States of America, and for all foreign countries, in and to the above-referenced Letters Patents and the inventions disclosed in these patents, and all divisions, continuations, reissues and extensions thereof, to USNR, to be held and enjoyed by USNR for its own use and behalf, and for its successors and assigns, to the full end of the term for which the Letters Patents were granted, as fully and entirely as the same would have been held by CSMI had this sale not been made.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed.



By: Richard H. Ward
President, U.S. Natural Resources
P.O. Box 310, Woodland, WA, 98674