

FORM PTO-1595

RJ



U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

Patent and Trademark Office

To the Honorable Commissioner of P

102659765

and the attached original documents or copy thereof.

1. Name of conveying party(ies) **1.30-04**
New Zealand Forest Research Institute Limited

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

2. Name and address of receiving party(ies)
 Name: **Wood Hardening Technologies Limited**

Internal Address:
 Street Address: **Sala Street, Private Bag 3020**
Rotorua, New Zealand

3. Nature of conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other

Execution Dates: **on or about June 28, 1993**

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

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 2004 JAN 30 AM 9:49
 OPR/FINANCE

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) **07/839,815, filed February 21, 1992, 08/222,003, filed April 4, 1994 and 08/359,344, filed December 19, 1984**

B. Patent No.(s) **5,770,319**

Additional numbers attached? Yes No

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

Name: **Barry Evans, Esq.**

Internal Address: **Kramer Levin Naftalis & Frankel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **New York** Zip: **10022**

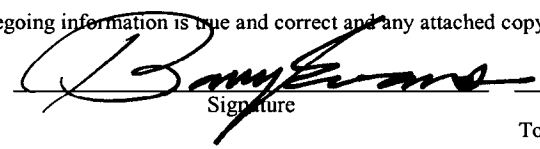
6. Total number of applications and patents involved3

7. Total fee (37 CFR 3.41)\$40.00
 Enclosed Check No. 8591
 Authorized to be charged to deposit account # 50-0540

8. Deposit account number: **50-0540**
 (Attach duplicate copy of this page if paying by deposit account)

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.

Barry Evans, Esq.  **January 26, 2004**

Name of Person Signing Signature Date

02/02/2004 LMUELLER 00000119 500540 07839815
 01 FC:8021 80.00 DA 40.00 DP

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DATED

28th of June

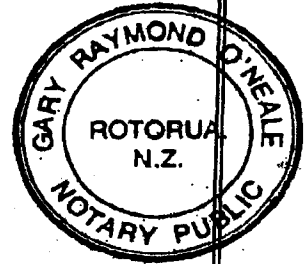
1993

BETWEEN

NEW ZEALAND FOREST RESEARCH INSTITUTE LIMITED

AND

WOOD HARDENING TECHNOLOGIES LIMITED



ASSIGNMENT AGREEMENT

CERTIFIED TO BE A TRUE COPY
AJ PARK

PER
AGENTS FOR THE APPLICANTS
Matthew Dixon Adams
Solicitor & patent attorney

RUDD WATTS & STONE
SOLICITORS
AUCKLAND
93150.ELL

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THIS AGREEMENT is made this 28th day of June 1993

BETWEEN NEW ZEALAND FOREST RESEARCH INSTITUTE LIMITED
a duly incorporated company having its registered office at
Rotorua ("FRI")

A N D WOOD HARDENING TECHNOLOGIES LIMITED a duly
incorporated company having its registered office at Rotorua
("the Company")

RECITALS

- A. FRI conducts scientific research in respect of forest and timber products.
- B. The Company is the joint venture vehicle of Chemicca Limited, Tasman Forestry Limited and FRI.
- C. FRI has agreed to assign the Assets to the Company for the consideration and upon the terms and conditions herein.

OPERATIVE PART

1. DEFINITIONS, INTERPRETATION AND PRELIMINARY

- 1.1 Interpretation - In this Agreement, the following expressions shall have the following meanings unless the context otherwise requires:

"Agreement" means this agreement and all schedules hereto together with any subsequent additions, modifications or variations made in writing from time to time with the mutual consent of all parties;

"Assets" means the Intellectual Property Rights and Know-how and any improvement to same to their present state of development as at the Settlement Date;

"Business Day" means a day (other than a Saturday or Sunday) on which registered banks are normally open for business in Auckland and Rotorua;

"Default Rate" means in respect of any day in a calendar month the rate per cent per annum which is the aggregate of 3 per centum plus the Interest Rate for that day;

"Intellectual Property Rights" means any and all intellectual property or industrial property rights including all inventions, the right to file patent applications, patent applications, industrial models, designs, present and future copyright, trade marks, trade mark applications, tradenames (whether registered or not) relating to or useful in connection with increasing the density and hardness of lignocellulosics and other porous materials (including the use of starch, modified starch and starch derivatives) including those patent applications specifically set out in the First Schedule;

"Interest Rate" means in respect of any day in a calendar month the rate per centum which is the aggregate of 2 per centum plus the average 90 day bank bill bid rate as quoted on Reuters screen page BKBM at or about 10.45am on the first Business Day in that calendar month. If at or about the time at which the Interest Rate is to be calculated Reuters screen page BKBM is not then available the appropriate rate shall be the rate per centum per annum which is the aggregate of 2 per centum plus the rate at which Bank of New Zealand as at 11.00am on that date is prepared to buy bills of exchange with a tenor of 90 days drawn, accepted, or endorsed by any of Bank of New Zealand, Westpac Banking Corporation, the National Bank of New Zealand Limited, and ANZ Banking Group (New Zealand) Limited;

"Joint Venture Agreement" means the agreement intended to be dated the same date as this Agreement between Chemicca Limited, Tasman Forestry Limited and FRI;

"Know-how" means any and all scientific, technical and commercial information, advice, data, knowledge, drawings, information, recipes and specifications (including but not limited to the records set out in the Second Schedule) relating to or useful in connection with increasing the density and hardness of lignocellulosics and other porous materials (including the use of starch, modified starch and starch derivatives);

"Purchase Price" means the purchase price for the Assets set out in clause 2.2;

"Settlement" means the completion of the sale and purchase of the Assets as provided in clause 2; and

"Settlement Date" shall mean on or before 14 days after the date of this Agreement provided that if Settlement is not effected on that date, the actual date of Settlement in accordance with clause 2.

1.2 **Interpretation** - The following provisions shall apply in the construction and interpretation of this Agreement and the schedules except to the extent that the context requires modification:

- (a) References to recitals, clauses and schedules are to recitals, clauses and schedules of this Agreement;
- (b) The headings are for convenience only and shall not affect the interpretation hereof;
- (c) Words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa;
- (d) The word "person" includes any individual, company, corporation, corporation sole, trust, firm, partnership, joint venture, syndicate, the Crown, any Crown research institute, any central or local government

department, authority, association or group, and any other entity, or any other association of persons either corporate or unincorporate;

- (e) Where under or pursuant to any deed or agreement to which this provision applies, or in respect of any act, matter or thing to be done thereunder, the day on or by which it is to be done is not a Business Day, such act, matter or thing may be done on the next succeeding Business Day;
- (f) References to any statute or regulation are to New Zealand statutes and regulations unless the context otherwise requires and shall with all necessary modifications apply to any modification or re-enactment;
- (g) References to "written" and "in writing" includes any means of visible representation;
- (h) References to time are to New Zealand time unless otherwise stated;
- (i) Reference to any document includes all modifications and replacement documents from time to time; and
- (j) References to "dollars" and "\$" are references to New Zealand dollars unless the context otherwise requires.

- 1.3 **Payments** - If the date for payment of any amount under this Agreement, or the date for the doing of any act required by this Agreement, is not a Business Day, then such payment shall be made or act shall be done on the next day which is a Business Day. All payments to be made hereunder shall, for the purposes of calculating interest payable at the Default Rate, be paid by bank cheque no later than 2.15pm on the due date for payment and if not made by that time shall be deemed to have been made on the next following Business Day.

2. ASSIGNMENT

- 2.1 **Sale and Purchase** - For the consideration specified in clause 2.2 of this Agreement, FRI agrees to sell and the Company relying amongst other things, on the warranties and undertakings contained in this Agreement, agrees to purchase the Assets free from all liens, charges and encumbrances with effect from the Settlement Date. FRI agrees to transfer, assign and set over absolutely to the Company all its respective title, rights and interest in the Assets on the Settlement Date.
- 2.2 **Payment of Purchase Price** - The Purchase Price for the purchase of the Assets shall include an initial payment of \$375,000.00 plus GST, if any, which shall be paid or satisfied by the Company paying to FRI in a single lump sum by way of a cheque or such other manner as the parties may agree. The Purchase Price also includes the priority payments referred to in clause 16 of the Joint Venture Agreement.

- 2.3 **Completion and Venue** - Settlement of the sale under this Agreement shall take place on the Settlement Date at the offices of the Company's solicitors or such other premises as the parties may agree.
- 2.4 **Settlement Steps** - On the Settlement Date, subject to payment by the Company of \$375,000.00 plus GST, if any, FRI shall:
- (a) execute and deliver to the Company (together with all relevant documents of title, consents or licences) such conveyances, transfers, declarations of trust, assurances and assignments as the Company may require to vest in the Company (as it may in writing specify) title and the full benefit of the Assets and shall permit the Company to take possession of the Assets; and
 - (b) deliver to the Company (including constructive delivery), all property, records, notes, models and diagrams agreed to be sold by this Agreement which are capable of transfer by delivery upon which the title to the property shall pass to the Company by that delivery.
- 2.5 **Trust** - FRI shall use its best endeavours to obtain the consents, approvals, discharges or releases (if any) from any third party that may be required as a consequence of the sale of the Assets to the Company on or before the Settlement Date. If any such consents, approvals, discharges or releases are not obtained by the Settlement Date, FRI shall continue to use its best endeavours to obtain same following Settlement. FRI shall hold the relevant Assets on trust for the Company pending the obtaining of such consents, approvals, discharges or releases to the intent that the Company shall receive the full benefit of the Assets and bear the losses and liabilities thereof.
- 2.6 **Cost** - Without limiting the provisions of clause 2.5, if any of the Assets are not assigned to the Company or any consent, approval, discharge or release is not obtained from any third party by the Settlement Date, FRI shall:
- (a) take all steps necessary including payment of duty (at its cost) to perfect its title to the Assets;
 - (b) be responsible for all costs and expenses in connection with the procuring of third party consents, approvals, discharges or releases in relation to the Assets; and
 - (c) indemnify the Company in respect of all losses, damages, costs and expenses suffered or incurred by the Company in the event FRI fails to perform under subclauses (a) and (b) of this clause.
- 2.7 **Obligations of FRI** - Despite the Settlement of the assignment of the Assets under this Agreement, FRI shall at its own expense:
- (a) continue to give to the Company the information and assistance the Company may reasonably require relating to the Assets;

- (b) from time to time as required by the Company, execute further assurances and afford to the Company the assistance the Company may reasonably require for the purpose of vesting in the Company or its nominee the full benefit of the Assets (including, except insofar as may be inconsistent with the terms of this Agreement, the benefit of any rights accruing against third parties, whether such rights have or have not accrued or become enforceable at the Settlement Date);
- (c) from time to time supply to the Company the information and assistance the Company may reasonably require for the purpose of implementing the provisions of this Agreement;
- (d) communicate all information relating to the Assets to those persons designated by the Company;
- (e) subject to the Joint Venture Agreement and except as provided in paragraph (d) above keep confidential and not disclose or make use of any part of the Assets (except any part thereof which has come into the public domain otherwise than through unauthorised disclosure by FRI); and
- (f) notwithstanding clause 2.5, assist the Company in its applications to register the Intellectual Property Rights and Know-how whether such applications are outstanding at the Settlement Date or are intended to be made prior to the Settlement Date by FRI, provided that the cost of such prosecution of the applications shall be met by the Company.

2.8 **Warranty** - Subject to clause 2.17, FRI hereby warrants to the Company that:

- (a) FRI is the legal and beneficial owner of the Assets and that there are no charges, encumbrances or third party rights attaching or affecting the Assets;
- (b) the Assets are the result of the original work of FRI's employees and ex-employees;
- (c) to the best of its knowledge, all information which, prior to the Settlement Date, has been given by FRI to the Company or any representative of the Company in respect of the Assets was, or will be upon the Settlement Date, true, complete and accurate in all material respects;
- (d) to the best of its knowledge, FRI is not aware of any material circumstance which has not been disclosed in writing to the Company prior to the date of this Agreement which might reasonably be expected to materially and adversely affect the Assets or which might otherwise be material to the purchaser of the Assets; and
- (e) subject to clause 2.5 of this Agreement, neither the execution of this Agreement or the Joint Venture Agreement, nor the transfer of the

Assets to the Company, nor any other provision of this Agreement or the Joint Venture Agreement, will:

- (i) entitle any person to cancel, terminate earlier than would otherwise have been the case, or adversely modify any contract, agreement or arrangement in respect of the Assets to which FRI is a party or under which FRI is entitled to a right of benefit, or any material provision thereof; or
- (ii) entitle any person to acquire or to require FRI to dispose of any right of benefit relating to the Assets or any interest therein; or
- (iii) otherwise cause or be likely to cause any right or benefit pertaining to the Assets to be cancelled, terminated or lost or adversely qualified or impaired.

- 2.9 **Indebtedness** - Up to the Settlement Date, FRI has not created or incurred and will not create or incur, any indebtedness whatsoever in respect of the Assets.
- 2.10 **Authorities** - FRI holds in its own name and will on the Settlement Date be in possession of all current licences, authorities, warrants, consents, approvals and permits from or issued by any government department, statutory municipal or local body or other authority which are necessary or otherwise required to enable FRI to utilise the Assets pursuant to the research and development presently being conducted by FRI. FRI is not aware of such licences, authorities, warrants, consents, approvals or permits being likely to be withdrawn, cancelled, qualified or adversely affected in any manner. The Company shall be made responsible at its own expense, for obtaining any necessary statutory or other approvals required in order to use the Assets.
- 2.11 **Third party arrangement** - FRI is not a party and will not prior to the Settlement Date enter into any agreement or arrangement for the provision of technical information or assistance respecting the Assets, or the granting of any rights in respect of the Assets.
- 2.12 **Statutory Breach** - FRI has not committed any breach of any statutory provision, order, by-law or regulation binding on or applicable to it with regard to the Assets and will not prior to the Settlement Date permit any such breach.
- 2.13 **Non-disclosure** - Except pursuant to confidentiality agreements or in the ordinary course of conducting its business, FRI has not disclosed and will not prior to the Settlement Date disclose to any person other than the parties hereto any secret or confidential information or property relating to the Assets.
- 2.14 **Security interest** - None of the Assets will on the Settlement Date be subject to any option, mortgage, charge, lien, encumbrance, security interest (legal or equitable) and/or retention of title.

- 2.15 **Legal action** - FRI is not a party to any legal action or proceeding, arbitration or statutory or governmental enquiry of any kind in relation to the Assets and FRI is not aware of any such legal proceedings, arbitration or enquiry which are pending or threatened against or involved with the Assets.
- 2.16 **Renewals** - FRI shall during the period from the date of this Agreement to the Settlement Date use its best endeavours to maintain the Assets including any pending patent applications and any letters patent granted and as may be filed in respect of same. FRI shall pay all continuation, renewal and other fees in respect of such letters patent or applications for letters patent or any of the Intellectual Property Rights if those fees fall due during this period.
- 2.17 **Patent Application** - The parties agree that in view of the nature of the Assets and of the patenting process, the granting of any patent rights cannot be guaranteed in any country, nor that they will be free from challenge by a third party during their legal lifetime. The parties also agree that it cannot be guaranteed that further development of the Assets, as intended under the Joint Venture Agreement, will result in any commercial opportunities. FRI warrants however that it has or has procured its agents to conduct such examinations or inquiries in respect of the patent applications forming part of the Assets. To the best of its knowledge and in reliance upon such examination and inquiries, FRI is not aware of any reason why the patent applications should not be registered in due course.
- 2.18 **Expenses** - The Company, subject to clause 2.6, shall be responsible for all costs, expenses and liabilities in connection with the protection and management of the Assets and any improvements thereon including the filing, maintenance and defence of any patent and patent applications after the Settlement Date.
- 2.19 **Indemnity** - FRI hereby agrees to indemnify the Company from and against any costs, claims, expenses or damages in respect of any claim by any third party concerning an interest in the Assets (whether by way of ownership, exploitation or otherwise) but only to the extent that such claims arise out of any prior agreement, arrangement or understanding with FRI relating to the Assets herein transferred.

3. GENERAL PROVISIONS

- 3.1 **Notices** - All notices, communications and invoices required or permitted to be given under this Agreement shall be in writing and shall be (unless otherwise specifically provided for):

- (i) personally delivered;
- (ii) transmitted by fast post; or
- (iii) transmitted by telex or facsimile;

to the parties as follows:

New Zealand Forest Research Institute Limited
 Sala Street
 Private Bag 3020
 Rotorua

Facsimile Number: 07 347 9380
 Attention: Dr Frank Wood

The Company
 Sala Street
 Private Bag 3020
 Rotorua
 Telex Number:
 Facsimile Number: 07 347 9380
 Attention: Dr John Butcher

Except as otherwise provided in this Agreement, all notices and other communications shall be deemed to have been duly given on:

- (i) The date of receipt if personally delivered;
- (ii) Five (5) days after posting if transmitted by fast post; and
- (iii) The date of transmission with confirmed answerback if transmitted by telex or when confirmed by the recipient if transmitted by facsimile.

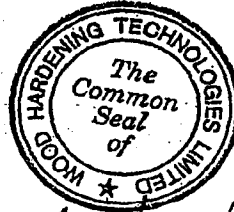
- 3.2 **Change of address** - Each party may by fourteen (14) days' prior notice in writing change or specify a new or amended address or contact numbers as the place to which all notices under this Agreement should be posted or transmitted.
- 3.3 **Entire Agreement** - This Agreement constitutes the complete understanding between the parties hereto. It may only be modified or amended if mutually agreed in writing and signed by all parties.
- 3.4 **Severability** - If any part of this Agreement or any clause or part of a clause is held or construed as illegal or invalid, the legality or validity of any other provision hereof shall not be affected and the illegal or invalid provisions shall be deemed deleted herefrom to the same extent and effect as if never incorporated herein but all other provisions hereof shall remain in full force and effect.
- 3.5 **Governing Law** - This Agreement shall be governed and construed in all respects according to the laws of New Zealand.
- 3.6 **Cost** - Each party's cost in relation to the preparation of this Agreement shall be borne by itself.
- 3.7 **Goods and Services Tax** - Unless otherwise stated all sums payable by the Company to FRI shall be exclusive of goods and services tax. If a party so

requires, a goods and services tax invoice will be provided by the recipient of funds.

- 3.8 **Arbitration** - If any dispute or difference shall arise between the parties touching on any matter herein or any act or thing to be done or omitted in pursuance hereof or touching or concerning the construction of this Agreement, the same shall be referred to arbitration in New Zealand of a sole arbitrator to be mutually agreed by all the parties, failing agreement to be appointed by the then president of the New Zealand Law Society, before entering on the reference in accordance with the Arbitration Act 1908 or any amendment thereto or enactments thereof for the time being enforced.
- 3.9 **Non-Merger** - The warranties, representations and undertakings set out in this Agreement shall, notwithstanding any rule of law to the contrary, not merge in the instruments of transfer executed pursuant to this Agreement but shall remain in full force and effect and enforceable to the fullest extent.
- 3.10 **Corporate Authority** - Each party warrants to the other that prior to entering into and executing this Agreement it obtained all necessary corporate and other authorities necessary for that purpose and that there are no restrictions or other obligations known to it which would or might impede it giving full effect to its obligations under this Agreement.

EXECUTED as an agreement.

THE COMMON SEAL of
WOOD HARDENING
TECHNOLOGIES LIMITED was
affixed in the presence of:



[Signature]
Signature of Authorised Person

of H Wood
Signature of Authorised Person

John W Cunningham
Name of Authorised Person

Franklin H Wood
Name of Authorised Person

Director
Office Held

DIRECTOR
Office Held

David A New
Signature of Authorised Person

David Allen New
Name of Authorised Person
General Manager
Technical Services
Office Held

THE COMMON SEAL of NEW ZEALAND FOREST RESEARCH INSTITUTE LIMITED was affixed in the presence of



[Handwritten signature]

Signature of Authorised Person

[Handwritten signature]

Signature of Authorised Person

Raymond Francis Meyer
Name of Authorised Person

RAYMOND CYRIL HOOK
Name of Authorised Person

CHAIRMAN
Office Held

COMPANY SECRETARY
Office Held

FIRST SCHEDULE
INTELLECTUAL PROPERTY RIGHTS

THE PATENTS

Country Number Date filed Priority Status as at 1 April 1993

Densification of Lignocellulosic Material

NZ	235036	24.02.91	Nil	Awaiting technical examination
Australia	11205/92	24.02.91	23.02.91	Awaiting technical examination
Canada	2061749	24.02.92	23.02.91	Awaiting technical examination
USA	839815	21.02.92	23.02.91	Awaiting technical examination
Chile	162-92	23.02.92	23.02.91	Awaiting technical examination
EEC	92301495.5	24.02.92	23.02.91	Awaiting technical examination
UK				
France				
Germany				
Spain				
Japan	4-72825	24.02.92	23.02.91	Awaiting technical examination

SECOND SCHEDULE

RECORDS

**LIST OF ASSETS FOR ASSIGNMENT
WOOD HARDENING**

- Chemical Hardening of Radiata Pine: Production and Economic Considerations
Russell Burton 1991
- Chemical Hardening of Radiata Pine: Hardness Information
Tara Robinson, Dave Cronshaw, Russell Burton 1991
- Surface enhancement treatments - the effect of pretreatment conditioning on
treatment with a starch-based solution
Dave Page 1991
- Wood hardening: Chemical production cost and wood hardening costs
Russell Burton 1991
- Turning properties of hardened radiata pine
G.D. Young, D.R. Cronshaw 1991
- Stain testing of hardened wood
D.R. Cronshaw 1991
- Surface Enhancement Treatments Using Starch-based Solutions - A Progress Report
D.R. Page and K.Nasheri 1991
- Hardness Testing of Some Woods and other materials using the conical probe technique
R.J. Burton, T.K. Robinson 1991
- Surface enhancement treatments - treatments of partially dried wood with a
starch-based solution
D.R. Page, K.Nasheri 1991
- Surface hardening of wood - processing and economics
Owen Cox, Russell Burton 1990
- Surface hardness - hardness requirements for different uses
Owen Cox, Gerard Horgan, Frances Maplesden 1990
- Market potential for surface hardened radiata pine
Gerard Horgan, Frances Maplesden, Mary Righton 1990
- Problems in wood hardening
Rolf Booker 1990
- Progress report on: improvement of the surface hardness and other properties of
radiata pine softwood by treatment with milk proteins
David Plackett 1990

- Radiata pine wood surface hardening project
Robert Franich 1990
- Drying of starch treated radiata pine
Ian Simpson, Tony Haslett 1990
- Report on options for colour additives in wood hardening processes
David Plackett 1990
- Alatree patent: cross linking experiments with alternative proteins and treatment of radiata pine sapwood with alternative protein preparations
Anderson et al 1989
- Wedge hardness of a range of materials
R.J. Britton 1989
- Treatment of wood with colloidal silica and glyoxal
Robert Franich, Hank Kroese 1988
- Surface hardening of radiata pine: a review for Tasman lumber
David Plackett 1988
- Evaluation of hardened radiata pine veneer
David Plackett, G. Anderson 1987
- Documentation of the physical properties of casein wood composites - part 1
G. Anderson 1987
- Hardening radiata pine by press-drying - a preliminary study
W.R. Miller 1987
- Vacuum impregnation of radiata pine sapwood with ethyl silicate as a means of improving the physical characteristics of wood
G. Anderson 1987
- The physical performance of radiata pine/poly methyl methacrylate composite material produced using TMPTA as a cross-linking agent
G. Anderson 1987
- Surface hardening of radiata pine: surface limitation of polymer
Terry Lomax 1986
- Surface hardening of radiata pine: an address to the NZFMF 1986 annual conference
David Plackett 1986
- Silicate treatment of radiata pine wood
P. Watson, Robert Franich 1986