

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

CAE MACHINERY LTD.

2. Name and address of receiving party(ies)

Name: CARMANAH DESIGN AND MANUFACTURING, INC.

Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/15/2004

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

Street Address: 3550 Lougheed Highway

City: Vancouver

State: British Columbia

Country: Canada Zip: V5M 2A3

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

09/296,939; 09/514,239; 10/241,355 and 10/194,599

B. Patent No.(s)

5,392,829; 4,976,905; 5,240,236; 6,142,048; 6,237,455;
4,865,094; 5,996,655; 5,313,696; 5,485,873 and 4,685,497;

Additional numbers attached? Yes No

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

Name: Neil S. Clark

Internal Address: _____

Street Address: SMART & BIGGAR

Box 11560, Vancouver Centre, 2200-650 West Georgia Street

City: Vancouver

State: British Columbia, Canada Zip: V6B 4N8

Phone Number: (604) 682-7780

Fax Number: (604) 682-0274

Email Address: nsclark@smart-biggarr.ca

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 560.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 06-0713

Authorized User Name _____

9. Signature:

Neil S. Clark
Signature

April 11, 2005

Date

Neil S. Clark

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$560.00 060713 09296939

PATENTS ASSIGNMENT AGREEMENT

This Patents Assignment Agreement is dated as of December 15, 2004

BETWEEN: CAE MACHINERY LTD., having its principal place of business at 8585 Côte-de-Liesse Road, St-Laurent, Quebec, H4T 1G6;

(hereinafter referred to as "Assignor")

AND: CARMANAH DESIGN AND MANUFACTURING INC., having its principal place of business at 3550 Lougheed Highway, Vancouver, BC, V5M 2A3;

(hereinafter referred to as "Assignee")

WHEREAS, on April 1, 2002, the Assignor has entered into an Asset Transfer Agreement with CAE Wood Products G.P. (the "Partnership") pursuant to which the Assignor has agreed, *inter alia*, to assign and transfer to the Partnership, all of its assets and liabilities relating to the business relating to the production and supply of stranders, flakers and panel MSR machines, being the equipment used in the production of oriented strand board (OSB) and other wood-based composites, the production and supply of chippers and debarking equipment, the supply of related equipment, parts and the servicing and repair of such equipment, and the repairing and servicing of machinery used in the pulp manufacturing process (the "Business");

WHEREAS CAE Inc., the Partnership and the Assignee have entered into an Asset Purchase Agreement dated May 2, 2003 pursuant to which the Partnership has agreed to assign and transfer to the Assignee, all of its assets and liabilities relating to the Business.

In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Assignment:** The Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee Assignor's rights, title and interest in and to the Patent and Patent applications described in Schedule 1 (the "Patents").
2. **Registration:** The Assignor hereby authorizes the issuance of any and all registrations for the Patents to the Assignee.
3. **Execution of documents:** The Assignor hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee to obtain any and all registrations for the Patents and to vest the same in the Assignee.

- 4. **Further Assurances:** The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to thereto.
- 5. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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

CAE MACHINERY LTD.

CARMANAH DESIGN AND
MANUFACTURING INC.

By: *Harland Paterson*
 Name: HARLAND PATERSON
 Title: SECRETARY

By: *Pat Harnd*
 Name:
 Title

SCHEDULE 1

PATENTS

| Patent Title | Country | Patent Number | Notes |
|---|------------|------------------|-------|
| Apparatus and Method for Loading of Logs | Canada | 2143582 | CAEL |
| Apparatus/Method Loading Logs | USA | 5392829 | CAEL |
| Brown Patent-Wood Press | USA | 4976905 | CAEL |
| CAE 37/118 Strap Clamp | USA | 5240236 | CAEL |
| CAE 37/118 Strap Clamp | UK | 2249752 | CAEL |
| Knife Clamping System | Canada | 2196564 | CAEL |
| Knife Projection Sensing System | USA | 6142046 | CAEL |
| Knife Projection Sensing System | USA | 6237455 | CAEL |
| Knife Projection Sensing System | Canada | 2211332 | CAEL |
| Long log Waferizer may be invalidated based on prior art. | USA | 4865094 | CAEL |
| Method and Apparatus for Removing Blade ring in a Ring Flaker | Canada | 2110867 | CAEL |
| Panel MSR | Canada | 2303458 | CAEL |
| Panel MSR | European | 303032.7/1046895 | CAEL |
| Panel MSR | Austria | 303032.7/1046895 | CAEL |
| Panel MSR | Belgium | 303032.7/1046895 | CAEL |
| Panel MSR | Czech Rep. | PV2000-1364 | CAEL |
| Panel MSR | Finland | 303032.7/1046895 | CAEL |
| Panel MSR | France | 303032.7/1046895 | CAEL |
| Panel MSR | Germany | 303032.7/1046895 | CAEL |
| Panel MSR | Italy | 303032.7/1046895 | CAEL |
| Panel MSR | Portugal | 303032.7/1046895 | CAEL |
| Panel MSR | Poland | F339642 | CAEL |
| Panel MSR | Spain | 303032.7/1046895 | CAEL |
| Panel MSR | Turkey | 2000/01034 | CAEL |
| Panel MSR | USA | 09/296939 | CAEL |
| Panel Testing Apparatus and Method | Canada | 2303458 | CAEL |
| Pivoting Knife Clamp | Canada | 2255427 | CAEL |
| Pivoting Knife Clamp | USA | 5996655 | CAEL |
| Method And Apparatus for Removing Blade Ring in a Ring Flaker | USA | 5313696 | CAEL |
| | | | |
| Strap Clamp | Canada | 2051526 | CAEL |
| Uniform Knife Clamping System | Austria | ATE164543 II | CAEL |
| Uniform Knife Clamping System | Australia | 684213 | CAEL |
| Uniform Knife Clamping System | Brazil | 9508536-0 | CAEL |
| Uniform Knife Clamping System | China | 68240 | CAEL |

| Patent Name | Country | Application/Registration Number | Accepted/Granted |
|--|---------------|---------------------------------|------------------------|
| Uniform Knife Clamping System | Czech | 287331 | CAEL |
| Uniform Knife Clamping System | Europe | EP 0 775043 B1 | CAEL |
| Uniform Knife Clamping System | Finland | 106002 | CAEL |
| Uniform Knife Clamping System | France | 95963609 | CAEL |
| Uniform Knife Clamping System | Germany | 695 01 961.9-08 | CAEL |
| Uniform Knife Clamping System | Japan | 3180913 | CAEL |
| Uniform Knife Clamping System | New Zealand | 290100 | CAEL |
| Uniform Knife Clamping System | Poland | 179501 | CAEL |
| Uniform Knife Clamping System | Romania | 97/00258 | CAEL |
| Uniform Knife Clamping System | Russia | F2118253 | CAEL |
| Uniform Knife Clamping System | Slovak Rep. | 280,547 | CAEL |
| Uniform Knife Clamping System | UK | 95926360.9 | CAEL |
| Uniform Knife Clamping System | Ukraine | 32599 | CAEL |
| Uniform Knife Clamping System | USA | 5485873 | CAEL |
| Uniform Knife Clamping System | Canada | 2198564 | CAEL |
| Wood Aligning and Orienting Conveyor | Canada | 2318676 | CAEL |
| Wood Aligning/Conveyor | USA | 09/514239 | CAEL |
| | | | |
| Wood Flaking Apparatus | Canada | 1286955 | CAEL |
| Wood Flaking Apparatus | USA | 4685497 | CAEL |
| Wood Flaking Apparatus | Germany | F31-23-722.3 | CAEL |
| Retractable Debarking Apparatus | Canada | 2427408 | CAE Wood Products G.P. |
| Retractable Debarking Apparatus | USA | 10/241358 | CAE Wood Products G.P. |
| Apparatus for Debarking Logs With Movable Debarking Surface for Varying Rate of Debarking | Canada | 2427050 | CAE Wood Products G.P. |
| Apparatus for debarking Logs with moveable debarking surface for Varying Rate of Debarking | USA | 10/194599 | CAE Wood Products G.P. |
| Apparatus for Debarking Logs with Reversible Rotation for Varying the Rate of Debarking | Canada | 2427187 | CAE Wood Products G.P. |
| Apparatus for Debarking Logs with Reversible Rotation for Varying the Rate of Debarking | United States | 10/194696 | CAE Wood Products G.P. |

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