

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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)
Fernand ROY

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

2. Name and address of receiving party(ies)
Name: UNICEL ARCHITECTURAL INC.
Internal Address: _____
Street Address: 2155, Fernand Lafontaine
City: Longueuil
State: Québec
Country: CANADA Zip: J4G 2J4

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

3. Nature of conveyance/Execution Date(s):
Execution Date(s) August 27, 2004 and September 2, 2004

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

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
B. Patent No.(s)
5,600,920

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: BCF LLP
Internal Address: _____
Street Address: 1100 René Lévesque Blvd. West
25th Floor
City: Montréal
State: Québec Zip: H3B 5C9
Phone Number: 514-397-6942
Fax Number: 514-397-8515
Email Address: rsk@bcf.ca

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

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 02-3980
Authorized User Name _____

9. Signature: Ronald S. Kosie Signature Jan 4/06 Date

Ronald S. Kosie (Patent Agent Reg. N° 28814) Total number of pages including cover sheet, attachments, and documents: 8

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 023980 5600920



Nova Scotia

CERTIFICATE OF CONTINUANCE

Companies Act

Registry Number

3092938

I HEREBY CERTIFY that

UNICEL ARCHITECTURAL INC.

a subsisting company incorporated under the laws of another jurisdiction, has satisfied the Registrar that the provisions of Section 133 of the Nova Scotia Companies Act, R.S.N.S., 1989, and any amendments thereto, have been complied with.

I FURTHER CERTIFY that the aforementioned company is hereby continued in the Province of Nova Scotia effective August 27, 2004.

Original Signed By :

Deputy Registrar of Joint Stock Companies

August 27, 2004

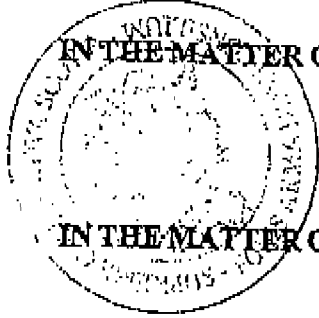
Date of Continuance

702816
702811

2004

RECEIVED
S.H. No. 229384
DEC 07 2004
Office of Registrar
of Joint Stock Companies
Nova Scotia

IN THE SUPREME COURT OF NOVA SCOTIA



IN THE MATTER OF:

THE APPLICATION OF UNICEL ARCHITECTURAL
INC. (the "Company")

- and -

IN THE MATTER OF:

THE COMPANIES ACT, R.S.N.S. 1989, c. 81 as amended,
and in particular, Section 130 thereof

ORDER

BEFORE THE HONOURABLE JUSTICE GLEN G. McDOUGALL IN CHAMBERS:

Sgd.
G.McD, J.

UPON IT APPEARING that, by Order granted August 31, 2004, the Honourable Justice Glen G. McDougall in Chambers, ordered the Company, *inter alia*, to call, hold and conduct a meeting of all the shareholders of the Company to consider an Arrangement (the "Arrangement") between the Company and all of its shareholders;

UPON HEARING READ the Affidavit of André Parent, sworn August 31, 2004;

AND UPON IT APPEARING that the Company has complied with the terms of the Order of August 31, 2004;

AND UPON IT APPEARING that all the shareholders of the Company affected by the Arrangement hereinafter referred to, present either in person, by proxy or by authorized representative at the meeting called to consider such Arrangement, has waived notice of such meeting, has approved the Arrangement and has consented to this Order;

AND UPON HEARING Charles S. Reagh in support of the application;

NOW UPON MOTION IT IS HEREBY ORDERED that the Plan of Arrangement between the Company and all of its shareholders, a copy of which is attached hereto and marked Schedule "A" to this Order, be and the same is hereby approved.

Dated at Halifax, Nova Scotia, this 2nd day of September, 2004.

Certified to be a true and correct copy
of original document herein

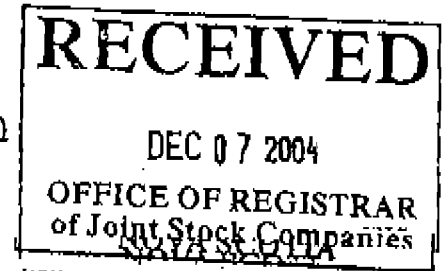
Date: September 2, 2004

Charles Smith
CHARLES SMITH
Deputy Prothonotary

Charles Smith

Deputy Prothonotary

SCHEDULE "A"
PLAN OF ARRANGEMENT UNDER S.130
OF THE COMPANIES ACT (NOVA SCOTIA)



ARTICLE I: INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings respectively:

- a. "Act" means the Companies Act, R.S.N.S. 1989, c.81 as amended;
- b. "Arrangement" means an arrangement under the provisions of s.130 of the Act on the terms and conditions set forth in this Plan of Arrangement and any amendment or variation hereto made in accordance with section 3.1 hereof;
- c. "Company" means Unicel Architectural Inc., a body corporate, continued under the laws of Nova Scotia;
- d. "Court" means the Supreme Court of Nova Scotia;
- e. "Effective Date" means the date a certified copy of the Final Order is delivered to the Registrar for registration giving effect to the Arrangement;
- f. "Final Order" means the final order of the Court approving the Arrangement; and
- g. "Registrar" means the Registrar of Joint Stock Companies under the Act.

1.2 Interpretation

The division of this Plan of Arrangement into articles, sections and other portions, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein" and "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number

Unless the context otherwise requires, words importing the singular number only shall include the plural, and vice-versa; words importing the use of any gender shall include all genders; and words importing persons shall include firms and corporations.

ARTICLE II: THE ARRANGEMENT

- 2 -

2.1 Alteration of Memorandum of Association of the Company

On the Effective Date, paragraph 3 of the Memorandum of Association of the Company shall be deleted without any further act or formality and the words "The liability of the members of the Company is unlimited" shall be inserted in place thereof.

ARTICLE III: CORRESPONDING CHANGE**3.1 Change of Name of the Company**

On the Effective Date the name of the Company shall be changed to Unicel Architectural Corp.

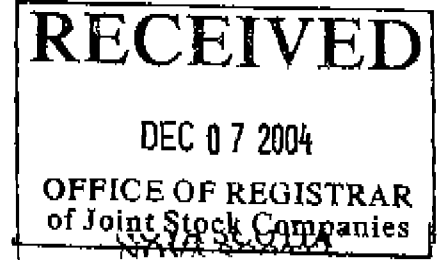
3.2 Restatement of Memorandum and Articles of Association of the Company

On the Effective Date the Memorandum and Articles of Association of the Company shall be amended and restated in the forms set out in Schedule "A" and Schedule "B" hereto respectively.

ARTICLE IV: AMENDMENT**4.1 Amendment**

The Company will, at its option, at any time prior to the granting by the Court of the Final Order, and without any further notice to or authorization on the part of any shareholder of the Company, be entitled to vary this Plan of Arrangement. This Plan of Arrangement may also be varied or amended by the Company in accordance with the Final Order in such manner as the Court may approve or require.

SCHEDULE A
MEMORANDUM OF ASSOCIATION
OF
UNICEL ARCHITECTURAL CORP.



1. The name of the Company is Unicel Architectural Corp.
2. There are no restrictions on the objects and powers of the Company and the Company shall expressly have the following powers:
 - (1) to sell or dispose of its undertaking, or a substantial part thereof;
 - (2) to distribute any of its property *in specie* among its members; and
 - (3) to amalgamate with any company or other body of persons.
3. The liability of the members is unlimited.

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