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POBA/REV04

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

09-21-2006



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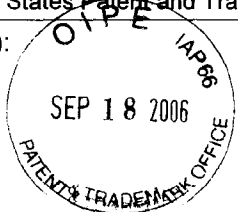
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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

9,18,06

1. Name of conveying party(ies):

**Kourosh Nasheri**  
**Gavin James Durbin**



2. Name and address of receiving party(ies):

Name: **New Zealand Forest Institute Ltd.**

Address: **49 Sala Street, Rotorua, New Zealand**

Additional names(s) of conveying party(ies)

Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_

Country: **New Zealand** ZIP: \_\_\_\_\_

Execution Date: **17 February 2004**

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

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

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

Patent Application No. Filing date

10/590,188

B. Patent No.(s)

Additional numbers

Yes  No

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

Name: **Vic Lin**

Registration No. **43,754**

Address: **Myers Dawes Andras & Sherman LLP**

**1990 MacArthur Blvd., Suite 1150**

09/20/2006 DBYRNE 00000111 10590188

01 FC:8021

(40.00 OP)

City: **Irvine** State/Prov.: **CA**

Country: **US** ZIP: **92612**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

**01-1960**

(Attach duplicate copy of this page if paying by deposit account)

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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.*

**Vic Lin**

Name of Person Signing

Signature

**09/14/2006**

Date

Total number of pages including cover sheet, attachments, and document: **5**

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

**PATENT**  
**REEL: 018317 FRAME: 0568**

DEED OF ASSIGNMENT made this 17th day of February 2004

BETWEEN **KOUROSH NASHERI**, a New Zealand citizen of 4 Tupara Crescent,  
Rotorua 3201, New Zealand; and

**GAVIN JAMES DURBIN**, a New Zealand citizen of 7A Mountain  
Road, Rotorua 3201, New Zealand, (the "Assignors")

AND **NEW ZEALAND FOREST RESEARCH INSTITUTE LTD**, a New  
Zealand Company of Sala Street, Rotorua, New Zealand (the "Assignee")

#### RECITALS

1. The Assignors have during the course of employment by the Assignee and/or under a commission for money or money's worth from the Assignee devised an invention entitled "**Impregnation Process**" (the "Invention") and acknowledge that the Assignee is or should be the proprietor of all rights (the "Patent Rights") in the Invention including the right to apply for patent or equivalent protection in any country or countries of the world, to claim priority under international convention from any such application or applications and the rights conferred by such patent or equivalent protection when granted.
2. To the extent the Assignors have been the creators of original artistic works (eg drawings and models) in relation to the Invention and original literary works (including compilations of data) in relation to the Invention, the Assignors acknowledge that copyright in such artistic and literary works (the "Copyright") is or should be the property of the Assignee.
3. To the extent the Assignors have created design(s) (the "Designs") to be applied to articles of or relating to the Invention, the Assignors acknowledge that the Assignee is or should be the proprietor of all rights to the Designs (the "Design Rights") including the right to protect the Designs in any country or countries of the world in relation to such articles and the rights conferred by such protection when granted.
4. The Assignee has requested the Assignors to execute this Deed of Assignment.

## OPERATIVE PROVISIONS

### 1. ASSIGNMENT

In consideration of the sum of NZ One Dollar (NZ\$1.00) paid by the Assignee to the Assignors the receipt of which is acknowledged the Assignors HEREBY ASSIGN to the Assignee the Invention, the Patent Rights, the Copyright, the Designs and the Design Rights.

### 2. IMPROVEMENTS

- (a) The Assignors while employed by the Assignee and/or under the or a commission for money or money's worth from the Assignee shall forthwith disclose to the Assignee all improvements in, modifications of or additions to the Invention, the Copyright works and the Designs created by the Assignor.
- (b) The Assignors shall assign to the Assignee upon request all rights to all improvements in, modifications of or additions to the Invention, the Copyright works and the Designs devised created and/or designed by the Assignors while employed by the Assignee and/or under the or a commission for money or money's worth from the Assignee, such assignment to be of all rights in New Zealand and any other country or countries.

### 3. EXECUTION OF DOCUMENTS

The Assignors shall at the expense of the Assignee (if requested by the Assignee) in respect of the Invention, the Copyright works and the Designs in New Zealand or any other country:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for intellectual property protection of the Inventions, Copyright works and/or Designs with the understanding and the intention that all interest in such applications and any granted protection is to vest in the Assignee;
- (b) execute documents and do all acts necessary or convenient to assure the applying for and/or obtaining of any such intellectual property protection;
- (c) execute documents and do all acts necessary or convenient to vest any such protection in the Assignee; and/or
- (d) execute documents and do all acts necessary or convenient to enable enforcement of any such protection.

#### 4. INFORMATION

The Assignors shall at the request of the Assignee, and to the extent outstanding, furnish the Assignee with full details of and relating to the Invention, the Copyright works and the Designs (including the circumstances of invention, creation and/or design) and where possible all original versions of the Invention, the Copyright works and the Designs.

#### 5. CONFIDENTIALITY

The Assignors agree to treat as confidential all information relating to the Invention, the Designs and the Copyright works and shall not use, disclose or publish the same without the express prior written consent of the Assignee. Such obligation shall not extend to information which already is in or which enters the public domain through no fault of the Assignor. The Assignors agree to seek prior clearance from the Assignee in any case of uncertainty.

6. APPLICATION TO IMPROVEMENTS

The obligations in Clauses 3, 4 and 5 shall extend to all improvements, modifications and additions referred to in Clause 2 of this Deed.

IN WITNESS WHEREOF this Deed was executed the date first above written.

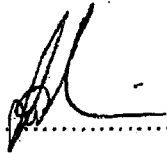
SIGNED by )  
KOUROSH NASHERI )  
in the presence of: )

K. Nashedi.....  


WITNESS

Signature: *N. Williams*  
Name: *Nigel Williams*  
Address: *8 Wainhero St, Rotova*  
Occupation: *Business Manager*

SIGNED by )  
GAVIN JAMES DURBIN )  
in the presence of: )

  
.....

WITNESS

Signature: *N. Williams*  
Name: *Nigel Williams*  
Address: *8 Wainhero St, Rotova*  
Occupation: *Business Manager*

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