

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DYNEA U.S.A. Inc.	07/10/2007
RECEIVING PARTY DATA	
Name:	UBS AG, STAMFORD BRANCH, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6942826
Patent Number:	6846446
Patent Number:	7141193
Patent Number:	6846447
Patent Number:	7128867
Application Number:	11009049
Application Number:	11356175
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, 20th Floor
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OP \$280.00 6942826

ATTORNEY DOCKET NUMBER:

038266-0054

NAME OF SUBMITTER:

Kristin J. Azcona

Total Attachments: 6

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Patent Security Agreement

Patent Security Agreement, dated as of July 10, 2007, by by DYNEA U.S.A. INC. and DYNEA OVERLAYS, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable

form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DYNEA U.S.A. INC.,
as Pledgor

By: 

Name: Arthur Stern

Title: Secretary, Treasurer, and Senior Vice
President, Finance

DYNEA OVERLAYS, INC.,
as Pledgor

By: 

Name: Arthur Stern

Title: Secretary, Treasurer, and Senior Vice
President, Finance

[Signature to First Lien Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

(A) **United States Patents**

(1) **Registrations**

Owner	Registration Number	Description
Dynea Overlays, Inc.	5955203	Resin coated overlay for solid substrate
Dynea U.S.A. Inc.	6942826	Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product
Dynea U.S.A. Inc.	6846446	Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product
Dynea U.S.A. Inc.	7141193	Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product
Dynea U.S.A. Inc.	6846447	Methods for monitoring resin-loading – NIR method
Dynea U.S.A. Inc.	7128867	Methods for monitoring resin-loading – NIR method

(2) **Applications**

Owner	Application Number	Description
Dynea Overlays, Inc.	10/744,227	Synthetic crossband
Dynea Overlays, Inc.	11/347,595	Resin treatment of fibrous sheets
Dynea U.S.A. Inc.	11/009,049	Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product
Dynea U.S.A. Inc.	11/356,175	Methods for monitoring resin-loading – NIR method

(B) Other Patents

(1) Registrations

None.

(2) Applications

Owner	Application Number	Country	Description
Dynea Overlays, Inc.	CA2482070AA	Canada	Synthetic crossband
Dynea U.S.A. Inc.	WO04/0094947	PCT	Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product
Dynea U.S.A. Inc.	WO04/045816	PCT	Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product
Dynea U.S.A. Inc.	CA2502435	Canada	Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product
Dynea U.S.A. Inc.	AU3294271	Australia	Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product

Owner	Application Number	Country	Description
Dynea U.S.A. Inc.	NO20043017	Norway	Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product
Dynea U.S.A. Inc.	WO04/063703	PCT	Methods for monitoring resin-loading – NIR method
Dynea U.S.A. Inc.	CA2511961	Canada	Methods for monitoring resin-loading – NIR method
Dynea U.S.A. Inc.	AU4204412	Australia	Methods for monitoring resin-loading – NIR method