

PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE:   | NEW ASSIGNMENT                |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                    |
| CONVEYING PARTY DATA   |                               |
| Name   | Execution Date                |
| Commonwealth Scientific Industrial Research Organisation (CSIRO)                     | 01/10/2008                    |
| RECEIVING PARTY DATA   |                               |
| Name:  | TimTek LLC                    |
| Street Address:  | 1170 Annandale Drive          |
| City:  | Clarksville                   |
| State/Country:   | GEORGIA                       |
| Postal Code:   | 30523                         |
| PROPERTY NUMBERS Total: 2  |                               |
| Property Type  | Number                        |
| Application Number:  | 11162748                      |
| Application Number:  | 11162747                      |
| CORRESPONDENCE DATA  |                               |
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| ATTORNEY DOCKET NUMBER:  | 12606-49689/50558             |
| NAME OF SUBMITTER:   | Daniel E. Sineway             |
| Total Attachments: 4<br>source=Assignment#page1.tif<br>source=Assignment#page2.tif   |                               |

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QUITCLAIM/ASSIGNMENT OF PATENT AND INTELLECTUAL PROPERTY RIGHTS

WHEREAS, COMMONWEALTH SCIENTIFIC INDUSTRIAL RESEARCH ORGANISATION (CSIRO), having an office and place of business at Private Bag 10, Clayton South, VIC 3169, AUSTRALIA, and at Limestone Avenue, Campbell, ACT, AUSTRALIA (hereinafter "Assignor") is the sole owner by former assignment from Walter Jarck, of 1170 Annandale Drive, Clarksville, Georgia USA 30523, of the entire right, title and interest in the following U.S. and international patent application(s):

U.S. Patent Application No. 11/162,748 filed Sept. 21, 2005, entitled "Systems and Method for the Production of Steam-Pressed Long Fiber Reconsolidated Wood Products", an assignment for which is recorded at Reel/Frame 016567/0376 in the records of the U.S. Patent and Trademark Office;

U.S. Patent Application No. 11/162,747 filed Sept. 21, 2005, "A System and Method for the Manufacture of Reconsolidated or Reconstituted Wood Products", an assignment for which is recorded at Reel/Frame 016595/0018 in the records of the U.S. Patent and Trademark Office; and

International Patent Application No. PCT/US2005/033889 filed Sept. 21, 2005 entitled "Systems and Method for the Production of Steam-Pressed Long Fiber Reconsolidated Wood Products", with corresponding national stage applications in Canada, filed Mar. 20, 2007; European Patent Office, Application No. 05808767.7 filed April 20, 2007; and New Zealand, filed Apr. 19, 2007;

(hereinafter the "Applications"); and

WHEREAS, TimTek LLC, a Georgia limited liability company having a principal place of business at 1170 Annandale Drive, Clarksville, Georgia USA 30523, (hereinafter "Assignee") has purported to assign the Applications to CSIRO without CSIRO's knowledge or consent and is desirous of acquiring the entire right, title and interest in the Applications, any and all inventions described or disclosed therein, any and all foreign and domestic patents that may be obtained based upon or as a result of the Applications, and any and all other intellectual property rights that may be reflected in or represented by the Applications;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten U.S. Dollars (USD \$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees to quitclaim, sell, assign, transfer and convey, and by these presents does hereby sell, assign, transfer and convey, unto Assignee the entire right, title, and interest in, to and under:

- ☐ the Applications;
- ☐ any and all inventions described or disclosed in the Applications;
- ☐ any and all patents of the United States of America that may be obtained based upon or as a result of the Applications;
- ☐ any and all applications for patent in any and all foreign countries that are based upon or as a result of the Applications; and
- ☐ any and all patents in any and all foreign countries that may be obtained based upon or as a result of the Applications; and
- ☐ any and all other intellectual property rights that may be reflected in or represented by the Applications;

and any reissue, re-examination, correction, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part, and the like of any of the foregoing, together with all other rights, title, and interest conveyed to Assignor under said former assignment.

Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the Assignor or any predecessor in title thereto; that the full right to convey the same as herein expressed is possessed thereby, and that this assignment is free and clear of any liens or other claims of title.

Assignor further agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of the such property that are reasonably requested by Assignee, from time to time. All reasonable costs and expenses incurred by the Assignor in relation to such further acts will be borne by the Assignee.

Assignee:

- (a) acknowledges that it exploits the Applications at its own risk;
- (b) hereby releases and indemnifies and must continue to release and indemnify Assignor, its officers, employees and agents from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with Assignee and whether at common law, in equity or pursuant to statute or otherwise, for any loss, death, injury illness or damage (whether personal or property, and whether direct or consequential, including consequential financial loss), howsoever arising out of Assignee's exploitation of the Applications and from and against all damages, costs and expenses incurred in defending or settling any such claim, proceeding or demand;
- (c) except as set forth above, acknowledges Assignor has not made any representations to Assignee concerning the Applications. To the fullest extent permitted by law, Assignor excludes all conditions, terms, representations or warranties express or implied, statutory or otherwise. In no circumstance will Assignor be liable for any special, indirect or consequential damages arising under or pursuant to this agreement.

The parties must not, without the prior written consent of the other party:

- (i) use the other party's name; or
- (ii) use the other party's registered or unregistered trade marks.

Assignee may not make, or permit to be made, any inaccurate, misleading or deceptive statement concerning Assignor, or the Applications or any matter relating to CSIRO or the Applications in any publication or discussion.

This agreement is governed by and is to be construed in accordance with the laws in force in Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the laws in force in Victoria, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

If a dispute arises between the Parties out of or relating to this Agreement (the "Dispute"), any party seeking to resolve the Dispute must do so strictly in accordance with the provisions of this clause. Compliance with the provisions of this clause is a condition precedent to seeking relief in any court or tribunal in respect of the Dispute.

A Party seeking to resolve the Dispute must notify the existence and nature of the Dispute to the other Party (the "Notification"). Upon receipt of a Notification the Parties must refer resolution of the Dispute to their respective chief executive officers or the nominees.

If the Dispute has not been resolved within 30 days of receipt of the Notification, then any Party may give notice to the other Party requiring the Dispute to be referred to arbitration.

The arbitration must be:

- (a) conducted in Melbourne, Australia in accordance with the UNCITRAL Model Law on International and Commercial Arbitration, as amended from time to time ("Rules"); and
- (b) determined by one arbitrator selected by the parties.

The arbitrator must be a person familiar with international business and with substantial experience in settling patent-related disputes. If the Parties fail to agree on the arbitrator within 30 days of a Party invoking these arbitration provisions, any Party may request that the Australian Commercial Dispute Centre appoint the arbitrator.

The arbitrator must determine the Dispute in accordance with the substantive laws of the State of Victoria, Australia, without regard to any conflict of laws principles.

Subject the right of seeking interlocutory relief through courts of appropriate jurisdiction, the Parties renounce all recourse to litigation and agree that the award of the arbitrator ("Award") is final and not subject to judicial review.

Judgment on the Award may be entered in any court having jurisdiction over the Parties.

Except as otherwise required by law, the Parties and the arbitrator agree to keep confidential and not disclose to third parties any information or documents obtained or created (including details of the Award) in connection with the arbitration process.

This agreement contains the entire agreement of the parties and supersedes all earlier agreements and representations by the parties with respect to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this agreement are merged in and superseded by this agreement and are of no effect. No party is liable to any other party in respect of these matters.

No oral explanation or information provided by any party to another:

- (i) affects the meaning or interpretation of this agreement; or
- (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

This agreement may only be amended by another agreement executed by the parties.

No failure to exercise and no delay in exercising any right, power or remedy under this agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

The rights, powers and remedies provided to a party in this agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.

Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

Each party must pay their own legal costs and disbursements incurred in the preparation and execution of this agreement.

Assignees will be liable for any stamp duty or other taxes payable in respect of this agreement.

All of such obligations are binding on the successors and assigns of the Assignor and to extend to the successors, assigns and nominees of the Assignee.

Executed by Assignor this the 10<sup>th</sup> day of January 2008

ASSIGNOR:

COMMONWEALTH SCIENTIFIC INDUSTRIAL  
RESEARCH ORGANISATION (CSIRO)

ASSIGNEE:

TimTak LLC

By: [Signature]  
Officer's Signature

Name: ROGER MANN  
Print Officer's Name

Title: DIRECTOR BUSINESS DEVELOPMENT  
Officer's Title  
C. COMMISSION 495761

#### ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the Applications and corresponding inventions according to the terms as set forth above.

By: [Signature]  
Officer's Signature

Name: WALTER JARCK  
Print Officer's Name

Title: PRESIDENT/CEO  
Officer's Title

State of Georgia

County of DeKalb

United States of America

On this 1<sup>st</sup> day of February 2007, personally appeared Walter Jarck before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee.

[Signature]  
Notary Public

My Commission Expires: October 16, 2010

