

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
ARCLIN SURFACES INC.	07/29/2009
RECEIVING PARTY DATA	
Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5955203
Application Number:	10998872
Application Number:	11347595
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
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	038266-0134
NAME OF SUBMITTER:	Kristin J. Azcona
<p>Total Attachments: 6</p> <p>source=Arclin US Patent Security Agreement#page1.tif</p>	

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of July 29, 2009 (this "Patent Security Agreement"), is by ARCLIN SURFACES INC. and ARCLIN U.S.A. INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), as debtors and debtors-in-possession, in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the DIP Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement dated as of July 29, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, 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 DIP 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.

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.

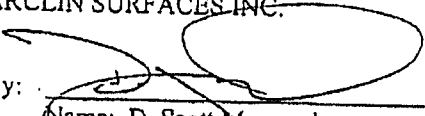
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[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,

ARCLIN U.S.A. INC.
ARCLIN SURFACES INC.

By: 
Name: D. Scott Maynard
Title: Secretary and Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Signature page to U.S. Patent Security Agreement

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,

ARCLIN U.S.A. INC.
ARCLIN SURFACES INC.

By: _____
Name: D. Scott Maynard
Title: Secretary and Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Wayne E. Evans
Name: Wayne E. Evans
Title: Associate Director
Banking Products
Services, US

By: Marie A. Haddad
Name: Marie A. Haddad
Title: Associate Director
Banking Products
Services, US

Signature page to U.S. Patent Security Agreement

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

(A) United States Patents

(1) Registrations

Owner	Registration Number	Description
Arclin Surfaces Inc.	5,955,203	Resin-coated overlays for solid substrates
Arclin U.S.A. Inc.	6,942,826	Spectroscopic monitoring of resin-application prior to assembly of composite wood veneer product
	6,846,446	Nir spectroscopic monitoring of resin-loading during assembly of engineered wood product
	7,141,193	Spectroscopic monitoring of resin-application prior to assembly of composite wood veneer product
	6,846,447	Methods for monitoring resin-loading of wood materials and engineered wood products
	7,128,867	Methods for monitoring resin-loading of wood materials and engineered wood products
	7,468,155 (application #11/009,049)	Spectroscopic monitoring of resin-loading during assembly of engineered wood product

(2) Applications

Owner	Application Number	Description
Arclin Surfaces Inc.	10/998,872 (application # 20050136276A1)	Synthetic crossband
	11/347,595	Resin treatment of fibrous sheets
Arclin U.S.A. Inc.	11/356,175	Methods for monitoring binder mix loading of fiber glass mats

(B) Other Patents

(1) Registrations

None.

(2) Applications

Owner	Application Number	Country	Description
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Arclin Surfaces Inc.	CA2482070AA	Canada	Synthetic crossband
Arclin U.S.A. Inc.	NO20043017	Norway	Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product
	WO04/0094947	PCT	Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product
	WO04/045816	PCT	Nir spectroscopic monitoring of resin application during assembly of engineered wood product
	WO04/063703	PCT	Methods for monitoring resin-loading – NIR method