

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Rescission of Previously-Recorded Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Lifetime Composites LLC	07/23/2008
RECEIVING PARTY DATA	
Name:	Century Products LLC
Street Address:	4175 E. LaPalma
Internal Address:	Suite 275
City:	Anaheim
State/Country:	CALIFORNIA
Postal Code:	92807
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10952186
Application Number:	11190760
Application Number:	11593316
Patent Number:	7316559
CORRESPONDENCE DATA	
Fax Number:	(248)203-0763
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248-203-0537
Email:	jguenther@dykema.com
Correspondent Name:	John P. Guenther
Address Line 1:	39577 Woodward Avenue
Address Line 2:	Suite 300
Address Line 4:	Bloomfield Hills, MICHIGAN 48304
ATTORNEY DOCKET NUMBER:	97506-0010
NAME OF SUBMITTER:	John P. Guenther

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REEL: 023427 FRAME: 0373

Total Attachments: 7

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RESCISSION AGREEMENT

THIS RESCISSION AGREEMENT (this "Agreement"), made and entered into as of July 23, 2008, is by and among Century Products LLC, a California limited liability company ("Century"), PolyLink USA Corporation, a Delaware corporation ("PolyLink"), and LifeTime Composites LLC, a Wisconsin limited liability company (the "Company").

RECITALS

A. Pursuant to that certain Subscription and Purchase Agreement, made and entered into as of February 28, 2008, by and among Century, PolyLink and the Company, Century subscribed for one hundred percent (100%) of the membership interests of the Company, and concurrently sold forty nine percent (49%) of the membership interests in the Company to PolyLink.

B. In partial consideration for the issuance of membership interests in the Company to Century, Century sold, conveyed, assigned, transferred and delivered unto the Company Century's entire right, title and interest in and to its intellectual property (the "Assignment"), including, but not limited to, the intellectual property set forth on Exhibit A hereto (the "Subject IP"), pursuant to the terms of the following documents of assignment (collectively, the "Assignment Documents"):

(1) Assignment by Century Products And Agreement by LifeTime Composites LLC, effective as of February 28, 2008, between Century and the Company relating to a Cross-License, Covenant Not To Sue And Market Cooperation Agreement (the "Cross-License Agreement") effective as of January 18, 2006 between Century and Century-Board USA, LLC and others (the "CB Parties"); and

(2) Intellectual Property Assignment, made and entered into as of February 28, 2008, by and between Century and the Company.

C. The Company and Century desire to rescind the Assignment.

D. PolyLink wishes to acknowledge and agree to the rescission as set forth in this Agreement.

E. It is the intent of the parties to subsequently assign the Subject IP to Woodbridge Corporation, a Wisconsin corporation ("Woodbridge"), subject to a right of first negotiation held by the CB Parties pursuant to Section 6 of the Cross-License Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

1. Rescission. The parties hereto agree that the Assignment of the Subject IP is hereby rescinded retroactively to February 28, 2008, and that each of the Assignment Documents is hereby terminated and shall have no further force or effect.

2. Acknowledgement and Agreement. PolyLink hereby agrees to the rescission of the Assignment in the manner, and on the conditions set forth in, this Agreement.

3. Miscellaneous.

(a) Assignment. This Agreement shall not be assignable by any party without the prior written consent of all other parties hereto. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest and assigns.

(b) Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(c) Entire Agreement; Amendment. This Agreement shall supersede any and all existing agreements between the parties hereto and relating to the subject matter hereof and may not be amended except by a written agreement signed by all parties hereto.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts of laws, of the State of New York.

(e) Jury Waiver. CENTURY AND THE COMPANY (BY THEIR ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN CENTURY AND THE COMPANY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

(f) Heading. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

(g) Severability. If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect to the extent that the remaining provisions are not affected by such invalidity or unenforceability.

(h) Further Assurances. The parties hereto shall each take as promptly as possible all such action as may be necessary or appropriate in order to effectuate the transactions contemplated hereunder, subject to the terms explicitly set out herein.

(i) Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

Signature Page Follows

EXECUTION COPY

IN WITNESS WHEREOF, Century, PolyLink and the Company have caused this Agreement to be signed, all as of the date first written above.

CENTURY PRODUCTS LLC

By: John R. TaylorName: John R. Taylor
Title: President

POLYLINK USA CORPORATION

By: _____

Name:

Title:

LIFETIME COMPOSITES LLC

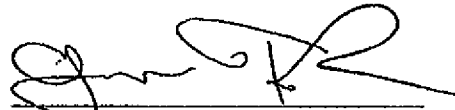
By: John R. TaylorName: John R. Taylor
Title: President

IN WITNESS WHEREOF, Century, PolyLink and the Company have caused this Agreement to be signed, all as of the date first written above.

CENTURY PRODUCTS LLC

By: _____
Name:
Title:

POLYLINK USA CORPORATION

By:  _____
Name:
Title:

LIFETIME COMPOSITES LLC

By: _____
Name:
Title:

EXHIBIT ASUBJECT IP

1. Patent Application No. US 2006/0071369 published on April 6, 2006, entitled Apparatus For The Continuous Production of Plastic Composites.
2. Patent Application No. US 2007/0027227 published on February 1, 2007, entitled Composite Material Including Rigid Foam With Inorganic Fillers.
3. See table below for additional patent portfolio:

Country	Status	Sub Status	Application No.	Filing Date	Patent No.	Grant Date	Title
WO	Filed	National Stage Entered	PCT/US06/29429	7/27/2006			COMPOSITE MATERIAL INCLUDING RIGID FOAM WITH INORGANIC FILLERS
AU	Filed		PCT/US06/29429	7/27/2006			COMPOSITE MATERIAL INCLUDING RIGID FOAM WITH INORGANIC FILLERS
CA	Filed		PCT/US06/29429	7/27/2006			COMPOSITE MATERIAL INCLUDING RIGID FOAM WITH INORGANIC FILLERS
EP	Filed		678801.6	7/27/2006			COMPOSITE MATERIAL INCLUDING RIGID FOAM WITH INORGANIC FILLERS
	Filed				7316559	1/8/2008	CONTINUOUS FORMING APPARATUS FOR THREE DIMENSIONAL FOAM PRODUCTS
US	Filed		11/593,316	11/6/2006			METHOD FOR MOLDING THREE DIMENSIONAL PRODUCTS USING A CONTINUOUS FOAMING APPARATUS

4. Cross-License, Covenant Not To Sue, And Market Cooperation Agreement Dated January 18, 2006 Between Century Products LLC and Century Board USA LLC, and Wade Brown, an individual, and Ecomat Nevada, Inc.
5. U.S. Trademark Registration No. 3,268,953 for LifeTime Lumber.
6. U.S. Trademark Registration No. 3,261,760 for LifeTime Decking.
7. Commercial License Agreement between Century Products LLC and LifeTime Pacific, Inc. dated September 10, 2007.
8. Commercial License Agreement between Century Products LLC and Ameren Energy Fuels And Services Company dated December 20, 2006.

9. All Domain names set out below:

lifetimecomposites.net
lifetimepacific.com
centuryproductsllc.net
lifetimedecking.com
lifetimedecking.net
lifetimelumberproducts.com
lifetimebarns.com
lifetimebarns.net
lifetimecompositefence.com
lifetimecompositefence.net
lifetimeequestrian.com
lifetimeequestrian.net
lifetimefence.net
lifetimemarinaproducts.com
lifetimemarinaproducts.net
ltequestrian.com
ltequestrian.net
ltlumber.com

10. All trade secrets developed by Century Products relating to the manufacturing of composite urethane lumber or decking or fencing.
11. All rights under any license agreement to which Century is a party, including, but not limited to, those license agreements set forth on this Exhibit A.
12. All patents (including, but not limited to, those patents set forth on this Exhibit A), including the right to sue for past infringements thereof, and patent applications, the underlying inventions described in the patents and patent applications, the right to file foreign patent applications corresponding to the patent applications, and the right to claim the priority date of the patent applications and any legal equivalents thereof, and any and all patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of the patent applications, or re-issues or extensions of the patents.
13. All trademarks and service marks (including, but not limited to, those trademarks and service marks set forth on this Exhibit A) together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof.
14. All copyrights, including the enumerated rights under Sections 106 and 106A of the U.S. Copyright Act, together with all the rights to sue and recover for any past infringements of the copyrights.

15. All other trademarks, copyrights, trade secrets, designs, processes, know-how and other intellectual property.

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