

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ARCLIN U.S.A. INC.	01/15/2010
ARCLIN SURFACES INC.	01/15/2010

RECEIVING PARTY DATA

Name:	BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.
Street Address:	100 Field Drive
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045-2580

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5955203
Patent Number:	6942826
Patent Number:	6846446
Patent Number:	7141193
Patent Number:	6846447
Patent Number:	7128867
Patent Number:	7468155
Application Number:	11347595
Application Number:	11356175

CORRESPONDENCE DATA

Fax Number: (214)969-5100

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2149694864

Email: mmcmullen@jonesday.com

Correspondent Name: Michelle McMullen, Jones Day

501068939

PATENT  
REEL: 023807 FRAME: 0779

CH \$360.00 5955203

Address Line 1: 2727 North Harwood Street  
Address Line 4: Dallas, TEXAS 75201-1515

ATTORNEY DOCKET NUMBER:	739326-605011
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NAME OF SUBMITTER:	Michelle McMullen
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**Total Attachments: 7**

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EXECUTION VERSION

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Priority Representative (as defined in the Intercreditor Agreement (defined below)) pursuant to this Agreement and the exercise of any right or remedy by the Second Priority Representative (as defined in the Intercreditor Agreement (defined below)) hereunder with respect to the collateral herein referenced are subject to the provisions of the Intercreditor Agreement, dated as of January 15, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Bank of America, N.A., as First Lien Administrative Agent, Black Diamond Commercial Finance, L.L.C., as Second Lien Administrative Agent, and the U.S. Loan Parties referred to therein. As among the First Priority Secured Parties (as defined in the Intercreditor Agreement) and the Second Priority Secured Parties (as defined in the Intercreditor Agreement), in the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

This SECOND LIEN PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”) dated as of January 15, 2010, is made by each of the undersigned “Grantors” (each, a “Grantor” and, collectively, the “Grantors”) in favor of Black Diamond Commercial Finance, L.L.C., as collateral agent (in such capacity, and including its successors and assigns in such capacity, the “Second Lien Agent”).

WHEREAS, the Grantors have entered into the Credit and Guarantee Agreement, dated as of January 15, 2010 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among Arclin US Holdings Inc., a Delaware corporation (the “Borrower”), and the US Subsidiaries of Arclin Lux Holdings S.à r.l., a Luxembourg private limited liability company, from time to time party thereto as Guarantors, the financial institutions party thereto from time to time (the “Lenders”) and Black Diamond Commercial Finance, L.L.C., as administrative agent for the Lenders and as collateral agent for the Secured Parties (as defined therein); and

WHEREAS, the Grantors have entered into the Security Agreement, dated as of January 15, 2010 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”), among the Grantors and the Second Lien Agent, pursuant to which the Grantors granted liens in substantially all of their assets to the Second Lien Agent for the benefit of the Secured Parties (the “Second Lien Secured Parties”).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Security Agreement or the Second Lien Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance of such Grantor's Obligations, each Grantor, pursuant to the Second Lien Security Agreement, hereby grants to the Second Lien Agent for the benefit of the Second Lien Secured Parties, a continuing security interest in and Lien upon all of such Grantor's right, title and interest in and to the following (the "Patent Collateral"):

(a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Patent Collateral of or arising from any of the foregoing.

SECTION 3. Acknowledgement. The security interests granted to the Second Lien Agent herein are, in each case, granted in furtherance, and not in limitation of, the security interests granted to the Second Lien Agent pursuant to the Second Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the Patent Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of January 15, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as First Lien Administrative Agent (the "First Lien Administrative Agent"), Black Diamond Commercial Finance, L.L.C., as Second Lien Administrative Agent, and the

U.S. Loan Parties referred to therein. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. Any reference in this Agreement to the priority of any Lien granted to the Collateral Agent or any other Secured Party in describing the security interests created under the Security Documents shall be understood to refer to such priority subject to the claims and first priority Lien of the First Lien Administrative Agent and the other Exit Facility Secured Parties securing the Exit Facility Obligations. To the extent that delivery of any item is required hereunder to be made to the Second Lien Agent but, pursuant to the Exit Facility Documents or the Intercreditor Agreement, such item is required to be delivered to the First Lien Administrative Agent, delivery to the First Lien Administrative Agent in accordance with the terms of the Exit Facility Documents or the Intercreditor Agreement, as applicable, shall be deemed to satisfy the requirement that such item be delivered to the Second Lien Agent pursuant to this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Recordation. The Grantor authorizes and requests that the United States Commissioner for Patents record this Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of law principles.

[Signature Pages Follow]

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,

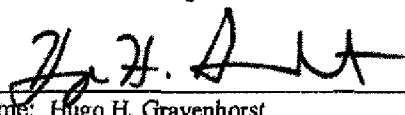
ARCLIN U.S.A. INC., as a Pledgor

By: C. D' Ambrosio  
Name: Claudio D'Ambrosio  
Title: President and Chief Executive Officer

ARCLIN SURFACES INC., as a Pledgor

By: C. D' Ambrosio  
Name: Claudio D'Ambrosio  
Title: President and Chief Executive Officer

BLACK DIAMOND COMMERCIAL FINANCE,  
L.L.C., as Second Lien Agent

By:   
Name: Hugo H. Gravenhorst  
Title: Managing Director

*US Patent Security Agreement  
(Second Lien)*

**PATENT**  
**REEL: 023807 FRAME: 0785**

## Schedule A

### Patents and Patent applications

#### 1. U.S. Patents and Patent Applications

Title	Serial #	Filed Date	Patent #	Issue Date	Exp. Date (Patent Term Adjustment)
Resin-coated overlays for solid substrates	08/318,911	10-05-1994	5,955,203	09-21-1999	09-21-2016
Spectroscopic monitoring of resin-application prior to assembly of composite wood veneer product	10/797,015	03-11-2004	6,942,826	09-13-2005	11-14-2022
Nir spectroscopic monitoring of resin-loading during assembly of engineered wood product	10/294,296	11-14-2002	6,846,446	01-25-2005	11-14-2022 (62 days)
Spectroscopic monitoring of resin-application prior to assembly of composite wood veneer product	11/174,488	07-06-2005	7,141,193	11-28-2006	11-14-2022
Methods for monitoring resin-loading of wood materials and engineered wood products	10/338,069	01-07-2003	6,846,447	01-25-2005	11-14-2022 (9 days)
Methods for monitoring resin-loading of wood materials and engineered wood products	11/008,097	12-10-2004	7,128,867	10-31-2006	11-14-2022
Spectroscopic monitoring of resin-loading during assembly of engineered wood product	11/009,049	12-13-2004	7,468,155	12-23-2008	11-14-2022 (807 days)
Resin treatment of fibrous sheets	11/347,595	02-03-2006	7,601,398	10-13-2009	02-03-2026 (324 days)
Methods for monitoring binder mix loading of fiber glass mats	11/356,175	02-17-2006	7,641,826	01-05-2010	11-14-2022 (655 days)

#### 2. Other Patents and Patent Applications

Title	Country	Serial #	Filed Date	Patent #	Issue Date	Exp. Date
Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product	Norway	NO200443017				
Spectroscopic monitoring of resin application prior to assembly of composite wood veneer product	PCT Nat Phase in: AU. Application No. 2004233113, granted NZ. Patent No. 542326	WO04/009497				
Nir spectroscopic monitoring of resin application during assembly of engineered wood product	PCT Nat Phase in NZ. Patent No. 539431	WO04/045816				



Title	Country	Serial #	Filed Date	Patent #	Issue Date	Exp. Date
Methods for monitoring resin-loading – NIR method	PCT Nat Phase in: AU. Application No. 2004204412, granted NZ. Patent No. 541016	WO04/063703				