

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Weyerhaeuser Company		09/27/2006	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Weyerhaeuser Europe Limited		
<b>Street Address:</b>	Redmondstown, Clonmel, Co.		
<b>City:</b>	Tipperary		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	Limited Company: IRELAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1191192	MEDITE	
Registration Number:	1503949	MEDEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)863-0223		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-863-9700		
<b>Email:</b>	mtrudell@sheridanross.com		
<b>Correspondent Name:</b>	Miriam Trudell, Sheridan Ross P.C.		
<b>Address Line 1:</b>	1560 Broadway, Suite 1200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	4909MEL-1		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Miriam D. Trudell, Sheridan Ross P.C.		
<b>Address Line 1:</b>	1560 Broadway, Suite 1200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		

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NAME OF SUBMITTER:	Miriam Trudell
Signature:	/miriam trudell/
Date:	03/30/2007
Total Attachments: 6 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif	

DATED 27 NOVEMBER 2006

(1) WEYERHAEUSER COMPANY

and

(2) WEYERHAEUSER EUROPE LIMITED

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DEED OF ASSIGNMENT  
OF TRADE MARKS

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We certify that the within has been compared with and is a true copy of the original / ~~a certified copy~~.

Signed: McCann Fitzgerald

Date: 5/12/06 Ref: \_\_\_\_\_

**McCann FitzGerald**  
Riverside One  
Sir John Rogerson's Quay, Dublin 2

**Arthur Cox**  
Earlsfort Centre  
Earlsfort Terrace  
Ireland

THIS DEED OF ASSIGNMENT is made on the 27 day of November 2006.

**BETWEEN:**

- (1) **WEYERHAEUSER COMPANY**, a company incorporated in the State of Washington, United States of America (the "Assignor"); and
- (2) **WEYERHAEUSER EUROPE LIMITED**, a company incorporated in Ireland (registered number 80984) having its registered office at Redmondstown, Clonmel, Co. Tipperary, Ireland (the "Assignee").

Each of the Assignor and the Assignee may be hereinafter referred to as a "party" and collectively as "parties".

**BACKGROUND:**

- A. The Assignor, which is the owner of the entire issued share capital of the Assignee, is engaged in the sale of the entire share capital of the Assignee as a going concern.
- B. The Assignor is the registered proprietor of certain Trade Marks (defined below).
- C. The Assignor licensed the Trade Marks to the Assignee pursuant to the Old Licence Agreement (defined below). The parties, pursuant to the provisions of this Assignment, agree to terminate the Old Licence Agreement contemporaneously herewith.
- D. Any breach of the provisions of the Old Licence Agreement that occurred prior to the parties entering into this Assignment, shall be governed solely and exclusively by the provisions of the Old Licence Agreement.
- E. Pursuant to the SP Documents (defined below), the Assignor has licensed the SP Trade Marks (defined below) to Sierrapine, a California Limited Partnership.
- F. In order to facilitate the continued trading of the Assignee as a going concern after the completion of the sale of the entire issued share capital of the Assignee to Coillte Teoranta, the Assignor has agreed to assign to the Assignee all its rights in and to the Trade Marks together with all goodwill attached or associated therewith.
- G. Under the SP Documents Transfer Agreement, the Assignor shall transfer to the Assignee all of its rights and obligations under the SP Documents (defined below) insofar as they relate to the SP Trade Marks.
- H. The Assignor is entitled to assign the Trade Marks in accordance with the provisions of this Assignment, the Assignee wishes to obtain the Trade Marks and the Assignor is willing to assign the Trade Marks.

**IT IS HEREBY AGREED** as follows:

- I. In this Assignment, the following words and expressions, except where the context otherwise requires, have the following meanings:

“Assignment” shall mean this deed of assignment between the parties.

“Effective Date” shall mean the date and time of execution of this Assignment.

“Old Licence Agreement” shall mean the licence agreement made between the Assignor and the Assignee and dated

“Share Purchase Agreement” means the share purchase agreement dated 16<sup>th</sup> August 2006 and made between Weyerhaeuser Europe Holdings and Coillte Teoranta.

“so far as the Assignor is aware” shall be construed as meaning the actual (as opposed to constructive, implied or imputed) knowledge of the Assignor, after reasonable enquiry, of those individuals listed on Exhibit A of the Share Purchase Agreement in respect of the relevant matter.

“SP Documents” means, together, (i) the licence agreement dated 14 November 1996, and made between Willamette Industries Inc., an Oregon Corporation, and Medite Corporation, a Delaware Corporation; (ii) the Assignment and Assumption Agreement dated 27 February 1997, and made between Medite Corporation, a Delaware Corporation and Sierrapine, a California Limited Partnership; and (iii) the Addendum to Patent, Trademark and Technology Licence Agreement dated 31 May 2000, and made between Sierrapine, a California Limited Partnership, and Willamette Industries Inc., an Oregon Corporation.

“SP Trade Marks” means those Trade Marks that are indicated in Part II of Schedule 1 to be SP Trade Marks.

“SP Documents Transfer Agreement” means the agreement between the Assignor and the Assignee made on the Effective Date transferring to the Assignee all of the Assignor’s rights and obligations under the SP Documents insofar as they relate to the SP Trade Marks.

“Trade Marks” shall mean the registered (including applications) trade marks owned by the Assignor details of which are set out in Parts I and II of Schedule 1 and in respect of the SP Trade Marks solely the Licensors interest in same.

2. The parties hereby agree:
  - 2.1 to terminate the Old Licence Agreement with effect from the Effective Date;
  - 2.2 that the provisions of the Old Licence Agreement shall govern any claims that the parties may have against each other arising out of or in respect of the Old Licence Agreement; and
  - 2.3 that the provisions of this Assignment shall be without prejudice to any claims that the parties may have against each other arising out of or in respect of the Old Licence Agreement.
3. The Assignor **HEREBY ASSIGNS** to the Assignee with effect from the Effective Date, free from all liens, charges and encumbrances, all rights, title and interest in and to the Trade Marks including the benefit of any use of the Trade Marks (including, without

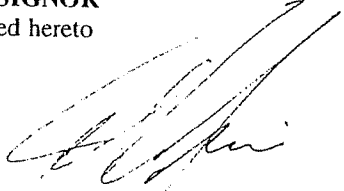
limitation, the benefit of any use of the Trade Marks prior to their registration) and all statutory and common law rights connected with the ~~said~~ Trade Marks and together with all other rights and goodwill attached to or associated therewith wherever in the world, and together with all the rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement and/or any violation of any common law rights (whether past, present or future) of the Trade Marks or any of them **TO HOLD** the same unto the Assignee absolutely. The provisions of this Clause 3 shall not apply to the SP Trade Marks.

4. Subject to the provisions of the SP Documents and the SP Documents Transfer Agreement, the Assignor **HEREBY ASSIGNS** to the Assignee with effect from the Effective Date, free from all liens, charges and encumbrances, all rights, title and interest in and to the SP Trade Marks including the benefit of any use of the SP Trade Marks (including, without limitation, the benefit of any use of the SP Trade Marks prior to their registration) and all statutory and common law rights connected with the said SP Trade Marks and together with all other rights and goodwill attached thereto or associated therewith wherever in the world, and together with all the rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement and/or any violation of any common law rights (whether past, present or future) of the SP Trade Marks or any of them **TO HOLD** the same unto the Assignee absolutely.
5. The Assignor hereby covenants that it shall not use or hold itself out as being the owner of the Trade Marks itself after the date of this Assignment.
6. The Assignor hereby covenants with the Assignee that it will, at the Assignee's request and at the cost and expense of the Assignee, use all reasonable efforts to execute all such further assignments, transfers, deeds, documents or other assurances and do all further acts and things as the Assignee may reasonably require at any time in the future in order to enable the Assignee to become registered as the proprietor of the Trade Marks and otherwise to secure the benefit of the rights hereby assigned and/or to maintain and protect the Trade Marks.
7. In the event that the validity of the Trade Marks or any of them, is challenged, or the registration thereof is opposed (whether prior to or after the Trade Marks or any of them have been registered) on any point upon which the Assignor has or can reasonably procure information which may assist in meeting and/or defeating or reducing the effect of such challenge, the Assignor agrees to use all reasonable efforts to supply or procure the supply of such information as is required without unreasonable delay, but subject to the right to charge the Assignee all expenses properly and reasonably incurred, in pursuance of this provision.
8. The Assignor hereby warrants that, at the date of this Assignment:
  - 8.1 it is the sole legal and beneficial owner of the Trade Marks and has the full power to enter into this Assignment;
  - 8.2 subject to the Old Licence Agreement and the SP Documents, it has not licensed or assigned any rights in the Trade Marks to any third party in any part of the world;

- 8.3 that so far as the Assignor is aware, the Trade Marks do not infringe any rights of any other person; and
- 8.4 that so far as the Assignor is aware, there are no claims that the parties may have against each other arising out of or in respect of the Old Licence Agreement.
9. This Assignment shall be governed by and construed in accordance with the laws of Ireland (excluding Northern Ireland), and each of the parties irrevocably submit for all purposes in connection with this Assignment to the non-exclusive jurisdiction of the Courts of Ireland (excluding Northern Ireland).

IN WITNESS WHEREOF the parties hereto or their duly authorised representatives have executed this Deed of Assignment on the day and year first above written.


**PRESENT** when the Common Seal of  
**THE ASSIGNOR**  
was affixed hereto

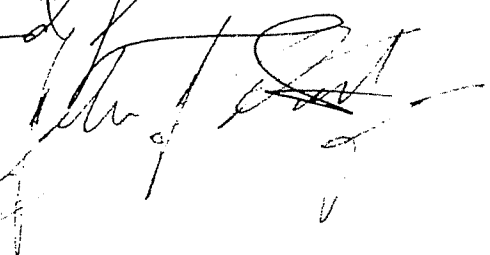
Director: 

Director/Secretary:

*Claire A. Grace*

**PRESENT** when the Common Seal of  
**THE ASSIGNEE**  
was affixed hereto

Director: 

Director/Secretary: 

**SCHEDULE I**

**Part I**

Trade Marks

Mark Name	Application Number	Registration Number	SubStatus Description	Country WIPO
MEDITE	360161	360161	Registered	AU
MEDITE	369879	369879	Registered	AU
MEDITE	48839	389813	Registered	BX
MEDITE	M5007219	1028199	Registered	DE
MEDITE	VA198401772	VR 1985 01084	Registered	DK
MEDITE	181537	181537	Registered	EM
MEDITE	2156541	2156541	Registered	ES
MEDITE	6070/84	95599	Registered	FI
MEDITE	INPI278466	1674446	Registered	FR
MEDITE	1173537	1173537	Registered	GB
MEDITE	1154154	1154154	Registered	GB
MEDITE	99246	99246	Registered	IE
MEDITE	19863C81	983840	Registered	IT
MEDITE	18599/1982	1751248	Registered	JP
MEDITE	843964	122127	Registered	NO
MEDITE	329659	329659	Registered	PT
MEDITE	847720	198492	Registered	SE
MEDITE	T988510A	T9808510A	Registered	SG
MEDITE	Unknown	259160	Registered	TW
MEDITE	50-2004-0008272	110276	Registered	KR
MEDITE	50-2004-0008269	108233	Registered	KR
MEDITE	50-2004-0008271	110275	Registered	KR
MEDEX	1406286	1406286	Registered	GB
MEDEX	Unknown	T89/07685E	Registered	SG
MEDEX	523642	523642	Registered	AU
MEDEX	137470	137470	Registered	IE

**Part II**

SP Trade Marks

MEDITE	47014900	265099	Registered	CA
MEDITE	175569	470273	Registered	MX
MEDITE	73212455	1191192	Registered	US
MEDEX	65221000	382098	Registered	CA
MEDEX	73710172	1503949	Registered	US
MEDEX	763575	921584	Registered	MX