

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption for Second Lien Trademark Security Agreement recorded at Reel 3789 Frame 0481		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		02/23/2009	Bank:
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	600 East Las Colinas Blvd.		
Internal Address:	Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77401503	ARCLIN	
Serial Number:	77427375	PERFORMANCE APPLIED	
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:	038266-0054		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		

OP \$65.00 77401503

Date:

03/25/2009

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION dated as of February 23, 2009 (this “Assignment and Assumption”) is made by UBS AG, Stamford Branch (“UBS”) and The Bank of New York Mellon (“BONY”).

WHEREAS, reference is made to that certain Second Lien Security Agreement dated as of July 10, 2007 (as amended, supplemented or otherwise modified prior to the date hereof, the “Security Agreement”; unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meanings given therein) by and among Dynea Canada Ltd. (now known as Arclin Canada Ltd.) (“Arclin Canada”), Dynea U.S.A. Inc. (now known as Arclin U.S.A. Inc.) (“Arclin U.S.A.”), Dynea Overlays, Inc. (now known as Arclin Surfaces Inc.) (“Arclin Surfaces”), each of the other guarantors party thereto and UBS, in its capacity as collateral agent (the “Collateral Agent”);

WHEREAS, reference is also made to (i) the Second Lien Patent Security Agreement dated July 10, 2007, among Arclin Canada and the Collateral Agent, (ii) the Second Lien Patent Security Agreement dated July 10, 2007, among Arclin U.S.A., Arclin Surfaces and the Collateral Agent, (iii) the Second Lien Trademark Security Agreement dated July 10, 2007, among Arclin U.S.A., Arclin Surfaces and the Collateral Agent and (iv) the Second Lien Trademark Security Agreement dated May 29, 2008, among Arclin Canada and the Collateral Agent (collectively, the “Intellectual Property Security Agreements”);

WHEREAS, pursuant to the Second Lien Patent Security Agreement recorded with the U.S. Patent and Trademark Office on July 17, 2007 at Reel/Frame No. 019562/0524, Arclin Canada granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Patents and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Second Lien Patent Security Agreement recorded with the U.S. Patent and Trademark Office on July 17, 2007 at Reel/Frame No. 019562/0530, Arclin Surfaces granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Patents and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Second Lien Patent Security Agreement recorded with the U.S. Patent and Trademark Office on July 17, 2007 at Reel/Frame No. 019562/0538, Arclin U.S.A. granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Patents and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Second Lien Trademark Security Agreement recorded with the U.S. Patent and Trademark Office on June 4, 2008 at Reel/Frame No. 3789/0481, Arclin Canada granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the

Trademarks, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Second Lien Trademark Security Agreement recorded with the U.S. Patent and Trademark Office on July 17, 2007 at Reel/Frame No. 3582/0169, Arclin U.S.A. granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Trademarks, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing; and

WHEREAS, pursuant to the Second Lien Trademark Security Agreement recorded with the U.S. Patent and Trademark Office on July 17, 2007 at Reel/Frame No. 3582/0183, Arclin Surfaces granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Intellectual Property, including the Trademarks, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

UBS hereby irrevocably, absolutely and unconditionally assigns to BONY without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Agency Assignment Agreement dated of even date herewith (the "Agency Assignment Agreement") among, *inter alia*, UBS and BONY, and BONY hereby assumes from UBS, the interest in and to UBS' rights and obligations under the Intellectual Property Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to BONY for recording by BONY pursuant to the Security Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office.

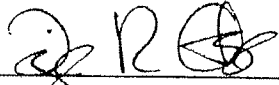

From and after the Effective Date and as further set forth in the Agency Assignment Agreement, (a) BONY shall be a party to the Security Agreement and the Intellectual Property Security Agreements and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Collateral Agent thereunder and shall be bound by the provisions thereof and (b) UBS shall, to the extent provided in this Assignment and Assumption and the Agency Assignment Agreement, relinquish its rights and be released from its obligations under the Security Agreement and the Intellectual Property Security Agreements.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

UBS AG, STAMFORD BRANCH,
as Assignor

By:  
Name: _____
Title: Inja R. Otsa
Associate Director
Banking Products
Services, US
Michael Corniglia
Director
Banking Products
Services, US

Accepted:

THE BANK OF NEW YORK MELLON
as Assignee

By: _____
Name:
Title:

Assignment and Assumption (IP)

TRADEMARK
REEL: 003958 FRAME: 0857

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

UBS AG, STAMFORD BRANCH,
as Assignor

By: _____
Name:
Title:

Accepted:

THE BANK OF NEW YORK MELLON
as Assignee

By:  _____
Name:
Title: **Melinda Valentine**
Vice President

Assignment and Assumption (IP)

TRADEMARK
REEL: 003958 FRAME: 0858

SCHEDULE I
to
ASSIGNMENT AND ASSUMPTION

PATENTS

OWNER	REGISTRATION NUMBER	TITLE
Dynea Canada Ltd.	6881814	Borate modified phenolic resin for insulation material
Dynea Overlays, Inc.	11/347595	Resin treatment of fibrous sheets
Dynea Overlays, Inc.	5955203	Resin coated overlay for solid substrate
Dynea U.S.A. Inc.	6942826	Spectroscopic monitoring of resin-application prior to assembly of composite wood veneer product
Dynea U.S.A. Inc.	6846446	Nir spectroscopic monitoring of resin-loading during assembly of engineered wood product
Dynea U.S.A. Inc.	7141193	Spectroscopic monitoring of resin-application prior to assembly of composite wood veneer product
Dynea U.S.A. Inc.	6846447	Methods for monitoring resin-loading of wood materials and engineered wood products
Dynea U.S.A. Inc.	7128867	Methods for monitoring resin-loading of wood materials and engineered wood products
Dynea U.S.A. Inc.	7468155	Spectroscopic monitoring of resin-application prior to assembly of composite wood veneer product
Dynea U.S.A. Inc.	11/356175	Methods for monitoring binder mix loading of fiber glass mats

TRADEMARKS

OWNER	APPLICATION NUMBER	COUNTRY	TRADEMARK
Arclin Canada Ltd.	77401503	United States	ARCLIN
Arclin Canada Ltd.	77427375	United States	PERFORMANCE APPLIED
Arclin Canada Ltd.	77409711	United States	GREEN SIGMA
Arclin Canada Ltd.	77463284	United States	E-GEN
Dynea U.S.A. Inc.	1478176	United States	CHEMBOND
Dynea Overlays, Inc.	0766584	United States	CREZON
Dyno Overlays, Inc. (former name of Dynea Overlays, Inc.)	2010599	United States	CROSSCUT ADVANTAGE
Dynea Overlays, Inc.	TMA297953	Canada	CREZON II
Dynea Overlays, Inc.	TMA101522	Canada	CREZON & Design

Assignment and Assumption (IP)

TRADEMARK

RECORDED: 03/25/2009

REEL: 003958 FRAME: 0859