

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Bayer Corporation**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: **Indiana**

Other:

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: **Arvesta Corporation**

Internal Address:

Street Address: **100 First Street, Suite 1700**

City: **San Francisco State: California** Zip: **94105**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State **California**

Other  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name

Other:

Execution Date: **November 7, 2002**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**2409479**

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name **Richard L. Kirkpatrick**

Internal Address **Calendar/Docketing Department**

**P.O. Box 7880**

**San Francisco, CA 94120-7880**

Street Address: **50 Fremont St.**

City: **San Francisco State: CA** Zip: **94105**

6. Total number of applications and registrations involved: ..... **1**

7. Total fee (37 CFR 3.41)..... **\$40.00**


Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**502214 (Our Ref.: 084993/0300519)**

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**Richard L. Kirkpatrick**                                            **November 27, 2002**  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: **6**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002581 FRAME: 0144**

**Execution Copy****TRADEMARK ASSIGNMENT  
(BAYER CORPORATION)**

WHEREAS, Bayer Corporation, a corporation organized and existing under the laws of Indiana (hereinafter "Assignor"), and Arvesta Corporation, a corporation organized and existing under the laws of California (hereinafter "Assignee"), have entered into an Asset Purchase Agreement (as amended, the "Agreement") pursuant to which Assignor is obligated to assign to Assignee the registered trademarks set forth in Schedule A and the common law rights (to the extent such common law rights exist) to the trademarks set forth in Schedule B. (hereinafter the "Trademarks").

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and for other good and valuable consideration as recited in the Agreement, receipt and sufficiency of which is acknowledged, Assignor, subject to the Agreement, sells, assigns, transfers and sets over unto Assignee, to be held and enjoyed by Assignee, its successors, assignees and nominees, all Assignor's right, title and interest in and to the Trademarks and the good will associated therewith, as fully and entirely as same would have been held and enjoyed by Assignor had this assignment not been made, including the right to sue for past infringements.

Assignor shall, at its cost, use all reasonable efforts to prepare and provide to Assignee all documentation needed from Assignor to record the transfer of the trademarks to Assignee with the applicable Governmental Authorities. Assignee shall pay the costs of recording the transfer of ownership with the Governmental Authorities, including recordal fees and Assignee's attorneys' and agents' fees to carry out the transfer. At the request of Assignee, Assignor agrees to perform all reasonable acts and provide all available information necessary to enable Assignee to defend and enforce the Trademarks and Assignee's rights and title therein, subject to

Assignee's obligations (a) to pay all costs and expenses (including attorneys' fees) associated therewith and (b) to indemnify Assignor for all damages, costs and expenses of such defense or enforcement, including without limitation attorneys' fees and payment for counsel to represent Assignor's personnel who assist or participate in any such enforcement or defense. The foregoing notwithstanding, Assignor will retain responsibility for any claims or lawsuits existing prior to Closing, unless such claims or lawsuits were disclosed to Assignee and assumed by Assignee in writing.

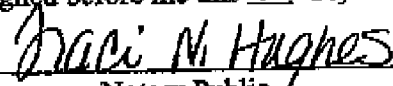
This Assignment is executed this 7th day of November, 2002.

BAYER CORPORATION

By:   
 Name: William G. Ferguson  
 Title: Vice President

STATE OF North Carolina )  
 COUNTY OF Durham ) SS:

Signed before me this 7<sup>th</sup> day of November 2002 by William G. Ferguson

  
 Notary Public  
 My Appointment Expires: 3-16-2006

**SCHEDULE A**

TMID	Registered Owner	Country	Trademark	Classes	App No/ App Date	Reg No/ Reg Date	Status	Next Renewal	Agent
401255	Bayer Corporation	Canada	EVEREST	5	1013873 29-Apr-1999	TMA535580 24-Oct-2000	REG	24-Oct-2015	Gosling Lefleur Henderson LLP
401236	Bayer Corporation	United States of America	EVEREST	5	7509874 03-May-1998	2409479 28-Nov-2000	REG	28-Nov-2010	Bayer Corporation

ARVESTA

**SCHEDULE B**

**Description of Common Law Rights  
(to the extent such rights exist)**

Snow-capped mountain image used alone or with EVEREST® trademark in connection with the sale of flucarbazone-sodium wheat herbicides, throughout the United States and Canada.

Use of the name Everest in connection with the sale of flucarbazone-sodium wheat herbicides, throughout the United States and Canada.