

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 1, 2002

2. Name and address of receiving party(ies)
Name: Bayer CropScience LP

Internal Address: _____
Address: _____

Street Address: 2 T. W. Alexander Drive
Research Triangle Park
City: _____ State: NC Zip: 27709

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

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

A. Trademark Application No.(s)

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional number(s) attached Yes No

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

Name: Fred Carl III

Internal Address: _____

Street Address: 100 Bayer Road

City: Pittsburgh State: PA Zip: 15205

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 3.41).....\$ 790.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1205

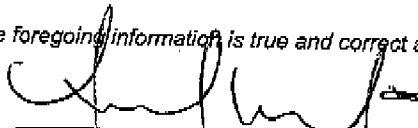
(Attach duplicate copy of this page if paying by deposit account)

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.

Fred Carl III
Name of Person Signing


Signature

March 12, 2003
Date

Total number of pages including cover sheet, attachments and document: 8

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

SCHEDULE A

Trademark	Application No.	Registration No.
ADVANCED GARDEN	75/704087	
ADVANCED GARDEN	75/704088	2543325
ADVANCED GARDEN POWER FORCE	78/065032	
ADVANCED HOME	75/704079	2505118
ADVANCED HOME POWER FORCE	78/065031	2633378
ADVANCED LAWN	75/704085	2502620
ADVANCED LAWN	75/704084	
ADVANCED LAWN	75/704084	2505119
ADVANCED LAWN POWER FORCE	78/065033	2633379
BETTER THINKING. BETTER RESULTS.	75/925750	2531359
BETTER THINKING. BETTER RESULTS.	75/950373	2513425
BETTER THINKING. BETTER RESULTS.	75/925751	2503071
DEAD WEEDS. NO DOUBT.	78/153550	
DEAD WEEDS. NO DOUBTS.	78/153549	
FEEDS AT EVERY LEVEL FOR A DEEP DOWN GREEN THAT LASTS.	78/153553	
MISCELLANEOUS DESIGN	75/829269	2576794
MISCELLANEOUS DESIGN	75/824476	2503253
MISCELLANEOUS DESIGN	75/823932	2503249
MISCELLANEOUS DESIGN	75/829268	2572264
MISCELLANEOUS DESIGN	75/829270	
MISCELLANEOUS DESIGN	75/829267	2599714
MISCELLANEOUS DESIGN	75/831503	2637543
MISCELLANEOUS DESIGN	75/824477	2503254
MISCELLANEOUS DESIGN	75/824478	2560526
MISCELLANEOUS DESIGN	75/824475	2503252
MISCELLANEOUS DESIGN	75/824307	2503251
MISCELLANEOUS DESIGN	75/823933	2503250
POWER FORCE	78/065036	
POWERFORCE	78/158478	
START SOMETHING BEAUTIFUL	75/925254	2505504
WORKS AT EVERY LEVEL FOR A DEEP DOWN GREEN THAT LASTS.	78/153552	

Execution Version**MASTER ASSIGNMENT OF TRADEMARKS**

THIS MASTER ASSIGNMENT OF TRADEMARKS is entered into as of November 1, 2002 (this "Assignment") by and between Bayer Corporation, an Indiana corporation ("Bayer"), and Bayer CropScience LP, a Delaware limited partnership (f/k/a Aventis CropScience USA LP) ("Target").

RECITALS:

A. Bayer and Target have entered into that certain Contribution and Assumption Agreement dated as of November 1, 2002 (as amended, restated supplemented or otherwise modified from time to time, the "Contribution Agreement"), providing, subject to the terms and conditions set forth therein, for the transfer, assignment, conveyance and delivery by Bayer to Target of all of Bayer's right, title and interest in and to the Contributed Assets (as defined in the Contribution Agreement), including the Intellectual Property (as defined in the Contribution Agreement) constituting a part thereof.

B. Bayer has adopted certain trademarks, internet domain names and service marks described on Schedule A hereto (collectively, the "Trademarks"), each used in, attributable or related to, or associated with, the Business.

C. Bayer desires to transfer, assign, convey and deliver to Target, and Target desires to acquire from Bayer, the Trademarks, together with the goodwill symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Bayer hereby transfers, assigns, conveys and delivers to Target the following:

(a) all of Bayer's right, title and interest in and to the Trademarks, any and all registrations and applications therefor, and any and all renewals and extensions thereof, together with the goodwill of the Business carried on in connection with such Trademarks; and

(b) all claims, demands and rights of action, both statutory and based upon common law, that Bayer has or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Target's own name.

2. Further Assurance. Each of Bayer and Target agrees that it shall do, execute, acknowledge and deliver, at the other party's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by the other party to further effect and evidence the transactions contemplated hereby, including without limitation, disclosing all facts known to it respecting the Trademarks and testifying in any legal proceeding involving enforcement of any of the Trademarks.

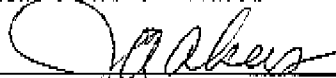
3. Trademark Issuance. Bayer hereby authorizes the United States Patent and Trademark Office, and any official or agency of any country foreign to the United States whose duty it is to issue trademarks and service marks, to record Target as assignee and owner of all Trademarks (to the extent recordable), in accordance with the terms of this Assignment.
4. Amendment. This Assignment may be amended only with the express written consent of both parties.
5. Warranty. Bayer hereby represents and warrants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.
6. No Third-Party Beneficiaries. This Assignment is not intended and shall not be construed to be for the benefit of any Person (other than the parties hereto and their respective successors and permitted assigns).
7. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, AND ALL RIGHTS AND REMEDIES SHALL BE DETERMINED UNDER SUCH LAWS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS.
8. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same document.
9. Successors and Assigns. This Assignment and the rights and obligations hereunder may not be assigned by either party without the express written consent of the other party (which consent may be refused by the other party in its sole discretion); provided, however, that this Assignment shall be binding upon, and inure to the benefit of, the successors of the parties (whether by merger, consolidation or otherwise) and any permitted assigns.
10. Definitions: Contribution Agreement. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Contribution Agreement. Notwithstanding anything in this Assignment to the contrary, the transfer, assignment, conveyance and delivery effectuated hereby are subject in all respects to the terms and conditions of the Contribution Agreement.

[signature page follows]

Execution Version

IN WITNESS WHEREOF, each of the undersigned have caused this Master Assignment of Trademarks to be executed as of the date first written above.

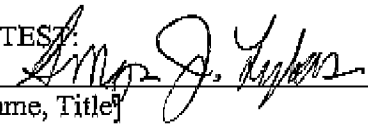
BAYER CORPORATION

By: 

Name: Joseph A Akers

Title: Executive Vice President

ATTEST:


[Name, Title]

BAYER CROPSCIENCE LP


By: Bayer CropScience Holding Inc., its
General Partner

By: 

Name: Emil Lansu

Title: President

ATTEST:


[Name, Title]

Bruce A. Mackintosh, Secretary

STATE OF Pennsylvania)
)
 COUNTY OF Allegheny) SS:

On this 1st day of November, 2002 before me appeared Joseph A. AKERS,
 the person who signed this instrument, who acknowledged that he/she signed it on behalf of
 Bayer Corporation with authority to do so.

Peggy L. Drazich
 Notary Public

My commission expires:

Notarial Seal
 Peggy L. Drazich, Notary Public
 Robinson Twp., Allegheny County
 My Commission Expires Aug. 6, 2005
 Member, Pennsylvania Association of Notaries

STATE OF North Carolina
COUNTY OF Durham } SS:

On this 1st day of November, 2002 before me appeared Emil Lansu,
the person who signed this instrument, who acknowledged that he/she signed it on behalf of
Bayer CropScience LP with authority to do so.

Maei N. Hyman
Notary Public

My commission expires:
March 16, 2006

