

01-21-2003



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FINANCE SECTION

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

New 12-26-02

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09/06/2001

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

01/17/2003 LMUELLER 00000089 78088807

FOR OFFICE USE ONLY

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Name of Person Signing

Signature

Date Signed

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="78/088,807"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/198,022"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="78/088,766"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Norman P. Soloway

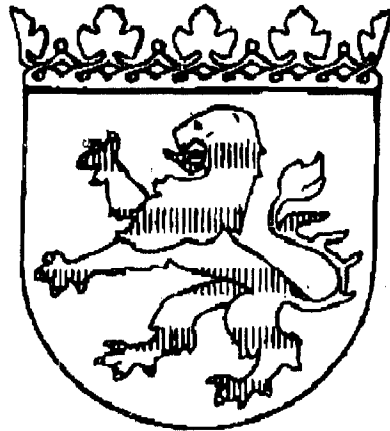
December 11, 2002

Name of Person Signing

Signature

Date Signed

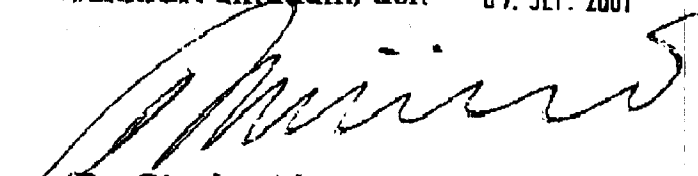
Notar Dr. Günther Philipps



Beglaubigte Abschrift

Die Übereinstimmung nachstehender Abschrift
mit der Urschrift wird beglaubigt.

Frankfurt am Main, den 07. SEP. 2001



(Dr. Günther Philipps)
Notar

Deed No. 357/2001

Negotiated

at Frankfurt am Main on 6th September 2001

Before the undersigned Notary

Dr. Günther Philipps

with official office in Eysseneckstr. 28,
60322 Frankfurt am Main

appeared today

1. Rechtsanwalt Thomas K.W. Schrell, born March 22, 1963, with office at Darmstädter Landstrasse 125, 60598 Frankfurt am Main, presenting his identity card No. 4101283357 D, acting here not on his own behalf but on the basis of three Powers of Attorney dated 31 August 2001, dated 31 July 2001 and dated 1 August 2001 (copies of which are attached), presented to the Notary, as representative with sole representative authority of Bayer AG, chemfidence GmbH and Deutsche Telekom AG, in each case exempted from the restrictions set out in section 181 of the German Civil Code (BGB); and

RA Dr. Philipps/Notariat/Chemplorer GmbH/Agreement-Share-Transfer II.DOC

2. Dr. Michael Zipp, born May 28, 1957, identified by Passport No. 3307008924 D, acting here not on his own behalf but as representative with sole representative authority of cc-chemplorer limited, formerly cc-markets online limited, with registered seat at 25/28 North Wall Quay, Dublin 1, Ireland,

The Notary convinced himself that the persons appearing are in adequate command of the English language and declared that he is in command of the English language as well.

The persons appearing stated that the parties represented by them requested that their instrument be recorded in the English language.

Those appearing, acting as stated above, having denied the notary's question as to his prior involvement within the meaning of § 3 (1) No. 7 BeurkG declared the following and requested that the declaration be notarised:

AGREEMENT CONCERNING THE TRANSFER OF SHARES

between

- (1) Bayer AG, D-51368 Leverkusen;

(hereinafter also referred to as *Bayer*)

- (2) chemfidence GmbH, Industriepark Höchst, 65926 Frankfurt am Main;

(hereinafter also referred to as *chemfidence*)

- (3) Deutsche Telekom AG, Friedrich-Ebert-Allee 140, 53113 Bonn;

(hereinafter also referred to as *Deutsche Telekom*)

(Bayer, chemfidence and Deutsche Telekom together hereinafter also referred to as the *Transferors*)

and

E:\RA Dr. Philippal\Notariat\Chemplorer GmbH\Agreement-Share-Transfer II.DOC

- (4) cc-chemplorer limited, having its registered office at 25/28 North Wall Quay, Dublin 1, Ireland,

(hereinafter also referred to as the *Transferee*).

PRELIMINARY REMARKS

- (A) Bayer is the owner of a shareholding in the nominal amount of Euro 37,000.-- in chemplorer GmbH, which is registered in the Commercial Register of the Bonn local court under HRB 9038 (hereinafter also referred to as the *Company*) (hereinafter also referred to as *Shareholding 1*).

chemfidence is the owner of a shareholding in the nominal amount of Euro 30,000.-- in the Company (hereinafter also referred to as *Shareholding 2*) and Deutsche Telekom is the owner of a shareholding in the nominal amount of Euro 33,000.-- in the Company (hereinafter also referred to as *Shareholding 3*).

Shareholding 1, Shareholding 2 and Shareholding 3 constitute the entire shareholdings in the Company (hereinafter also referred to as the *Entire Shareholding*).

The share capital of the Company is fully paid up.

- (B) The Transferors intend to transfer the Entire Shareholding to the Transferee, and the Transferee intends to accept this offer.

THE ABOVE HAVING BEEN STATED, THE FOLLOWING IS AGREED:

1. Transfer of the Entire Shareholding

Bayer hereby transfers Shareholding 1 to the Transferee. chemfidence hereby transfers Shareholding 2 to the Transferee. Deutsche Telekom hereby transfers Shareholding 3 to the Transferee. The Transferee hereby accepts the transfer of Shareholding 1, Shareholding 2 and Shareholding 3.

2. Ancillary rights/Participation in profits

The transfer of Shareholding 1, Shareholding 2 and Shareholding 3 is effected inclusive of all ancillary rights, in particular all profit participating rights.

3. Partial Invalidity

If one or more of the provisions of this Agreement should be or become wholly or partially Invalid, void or impracticable, the validity of the other provisions of the Agreement shall not be affected thereby. The same shall apply if it should transpire that this Agreement contains a gap. In place of the invalid, void or impracticable provision or, as the case may be, in order to fill the gap, the parties to this Agreement shall agree on an appropriate provision which comes as close as legally possible to what the parties were trying to achieve with the invalid, void or impracticable provision (or, as the case may be, with the invalid, void or impracticable part thereof). In the event that a gap in this Agreement needs to be filled, a provision shall be agreed upon which in view of the intent and purpose of this Agreement, comes as close as possible to what the parties would have agreed if they had been aware of the gap at the time that this Agreement was concluded.

4. Completeness

This Agreement sets out the entire Agreement between the parties relating to the subject-matter hereof.

5. Applicable law

This Agreement is governed by the laws of the Federal Republic of Germany.

6. Consent

Each of the Transferors hereby consents to the transfer of the shareholdings in the Company as provided for under this Agreement.

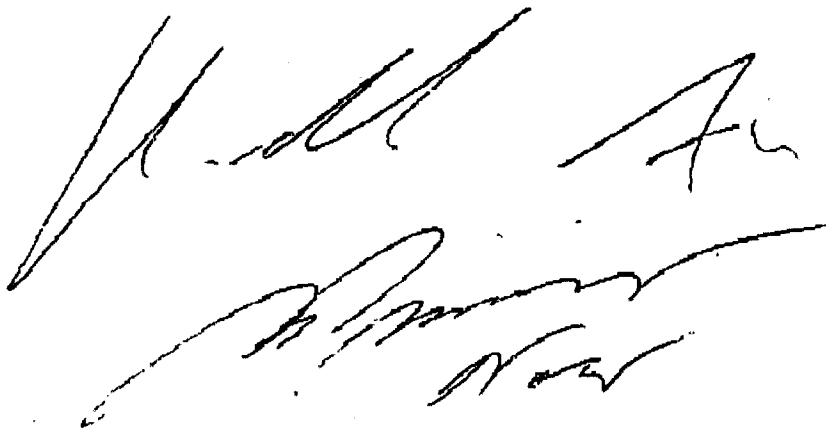
7. Costs

Each party to the Agreement shall bear the costs of the legal advisers engaged by it. The costs of the notarial authentication shall be borne by the Transferee.

The Company has no real property.

The Notary drew attention to sections 16, 22 and 24 of the *GmbH-Act*.

The above was read to those present, was available to them to be read through, was approved by them, and was signed in their own hand by each of them and by the Notary, as follows:

The image shows three handwritten signatures in black ink. The top signature is the most legible, appearing to be 'H. M. A.'. Below it are two more signatures, which are more stylized and difficult to decipher, but they appear to be the signatures of the other parties and the notary.