

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Bayer CropScience LP  
 Internal Address: \_\_\_\_\_  
 Street Address: 2 T.W. Alexander Drive  
 City: Research Triangle Park 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

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 11/01/2002

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

A. Trademark Application No.(s)  
See Schedule A attached

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

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: 28

7. Total fee (37 CFR 3.41).....\$ 715.00

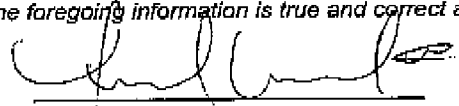
Enclosed  
 Authorized to be charged to deposit account

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            May 21, 2003  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 9

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.
ACCOLADES	75/868880
ACCOLADES and Design	75/868881
CRITERION	78/163675
DEAD QUEEN, DEAD MOUND, GUARANTEED,	76/123064
FORBID	78/163682
GREENSOURCE	75/654122
GRUBSTAKE	78/105200
HALLMARK	78/163674
HOME HEALTH	78/029767
HOME HEALTH TOTAL TERMITE CONTROL and Design	78/034967
MEASURE-UP CUP	75/823251
MERIT	73562385
MTC	74201340
OUTPOST	75/838845
PRE-EMPT	75/699710
PRE-EMPT and Design	75/901668
PRE-EMPT STAY IN CHARGE and Design	75/936694
PROMISE	74/332704
PROMISE and Design	75/906286
PROMISE MAX	75/836846
PROMISE PROMISE	78/029208
SCOUT SMART	75/787234
SCOUT SMART AND DESIGN	75/792795
SOLUPAK	74093042
SUMMIT	78/163679
SWIRLING BAR	73540925
TOUCHSTONE	78/163676
ZENITH	78/163677

**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: *JAkers*

Name: Joseph A Akers

Title: Executive Vice President

ATTEST: *Amor J. Taylor*  
[Name, Title]

**BAYER CROPSCIENCE LP**

By: Bayer CropScience Holding Inc., its  
General Partner

By: *EWL*

Name: Emil Lonsu

Title: President

ATTEST: *B. A. Mackintosh*  
[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. Higgins  
Notary Public

My commission expires:  
March 16, 2008

