

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

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: 01/01/2003

2. Name and address of receiving party(ies)

Name: Bayer Polymers LLC

Internal

Address:

Street Address: 100 Bayer Road

City: Pittsburgh State: PA Zip: 15205

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

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)

78/101681

B. Trademark Registration No.(s)

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:

1

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

- 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

05/21/2003

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

Reset Form

Execution Version**MASTER ASSIGNMENT OF TRADEMARKS**

THIS MASTER ASSIGNMENT OF TRADEMARKS is entered into as of January 1, 2003 (this "Assignment") by and between Bayer Corporation, an Indiana corporation ("Bayer"), and Bayer Polymers LLC, a Delaware limited liability company ("Target").

RECITALS:

A. Bayer and Target have entered into that certain Contribution and Assumption Agreement dated as of January 1, 2003 (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]

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**

Executive Vice President and

Title: **Chief Administrative and Financial Officer**

ATTEST:



[Name, Title]

George J. Lykos
Secretary

BAYER POLYMERS LLC

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

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)
)

SS:

On this 26th day of December, 2002 before me appeared Joseph A. Akers, the person who signed this instrument, who acknowledged that he signed it on behalf of Bayer Corporation with authority to do so.

Loretta M. Gottschling
Notary Public

Notarial Seal
Loretta M. Gottschling, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Mar. 20, 2003
Member, Pennsylvania Association of Notaries

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: _____

Title: _____

ATTEST:

[Name, Title]

BAYER POLYMERS LLC

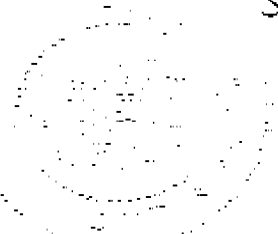
By: Ian Paterson

Name: Ian Paterson

Title: President and CEO

ATTEST:

Scott G. Brown
[Name, Title] *Secretary*



COMMONWEALTH OF PENNSYLVANIA)
)
 COUNTY OF ALLEGHENY) SS:

On this 19th day of December, 2002 before me appeared Ian Paterson, the person who signed this instrument, who acknowledged that he signed it on behalf of Bayer Polymers LLC with authority to do so.

Loretta M. Gottschling
 Notary Public

