

TRADEMARKS ONLY



102443816

Tab settings

OFFICE OF PUBLIC AFFAIRS

To the Honorable Commissioner of Patents and Trademarks: Please record the a

.eof.

1. Name of conveying party(ies):

Bayer Corporation  
100 Bayer Road  
Pittsburgh, PA 15205-9741

2003 MAY -6 PM 12: 25  
FINANCE SECTION  
5603

- Individual(s)
- General Partnership
- Corporation-State INDIANA
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: January 31, 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 designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

<del>1232426</del>	<del>1235968</del>	1583205
1244935	1235969	
1235967	1258108	

Additional numbers  Yes  No

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

Name: Rex A. Donnelly

Internal Address: RatnerPrestia

Street Address: P.O. Box 1596

City: Wilmington State: DE ZIP: 19899

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-0350

05/08/2003 6TDM11 00000015 1232426

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP  
02 FC:8522 150.00 DP

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.

Rex A. Donnelly

Name of Person Signing

Signature

5/1/03

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

**TRADEMARK ASSIGNMENT AGREEMENT**

WHEREAS, Bayer Corporation, a corporation organized and existing under the laws of Indiana, and having a place of business at 100 Bayer Road, Pittsburgh, PA 15205-9741 and 1884 Miles Avenue, Elkhart, IN 46514 (hereinafter "Assignor") and Bayer Polymers LLC, a limited liability company organized and existing under the laws of Delaware and a wholly-owned subsidiary of Assignor, having a place of business at 100 Bayer Road, Pittsburgh, PA 15205-9741 and 1884 Miles Avenue, Elkhart, IN 46514 (hereinafter "Assignee") and other affiliates of Assignor, have entered into the Contribution and Assumption Agreement, dated as of January 1, 2003 (the "Agreement") pursuant to which Assignor is obligated to assign to Assignee the registered trademarks set forth in Schedule A (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 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. At the request of Assignee, Assignor agrees to perform all reasonable acts and provide all available information necessary to enable Assignee to defend, record 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, payment for Assignor's personnel's

time and payment for counsel to represent Assignor's personnel who assist or participate in any such enforcement or defense.

[Remainder of Page Blank – Signature Page Follows]

This Assignment is executed at Pittsburgh, Pennsylvania this 31<sup>st</sup> day of January, 2003.

BAYER CORPORATION

By: George J. Lykas

Name: GEORGE J. LYKAS

Title: SENIOR VICE PRESIDENT, CHIEF LEGAL OFFICER \*SECRET\*

COMMONWEALTH OF PENNSYLVANIA )

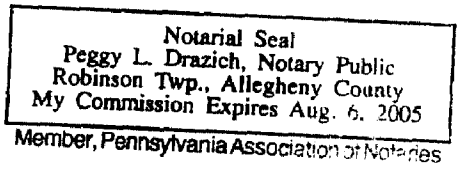
COUNTY OF Allegheny )

SS:

Signed before me this 31<sup>st</sup> day of January, 2003 by George J. Lykas

Peggy L. Drazich  
Notary Public

My Appointment Expires: \_\_\_\_\_



**SCHEDULE A****TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Reg No/Reg Date</u></b>
AQUAPLUS	United States of America	1235967 03-May-1983
AQUAPLUS STYLIZED	United States of America	1583205 20-Feb-1990
FANCHON	Benelux	400354 26-Apr-1984
FANCHON	Canada	TMA302223 26-Apr-1985
FANCHON	France	1277279 27-Jun-1984
FANCHON	Germany	1065445 04-Jul-1984
FANCHON	Italy	708370 17-May-1986
FANCHON	Japan	1905967 28-Oct-1986
FANCHON	Mexico	437734 19-Mar-1993
FANCHON	United Kingdom	1217913 02-May-1984
FANCHON	United States of America	1258108 22-Nov-1983
INDOFAST	Benelux	400355 26-Apr-1984
INDOFAST	Canada	TMA304391 05-Jul-1985
INDOFAST	France	1277277 27-Jun-1984
INDOFAST	Germany	1065446 04-Jul-1984
INDOFAST	Italy	708371 17-May-1984

<u>Trademark</u>	<u>Country</u>	<u>Reg No/Reg Date</u>
INDOFAST	Japan	1905968 28-Oct-1986
INDOFAST	Mexico	437733 19-Mar-1993
INDOFAST	United States of America	1235968 03-May-1983
PALOMAR	Benelux	400356 26-Apr-1984
PALOMAR	Canada	TMA302224 26-Apr-1985
PALOMAR	France	1277278 27-Jun-1984
PALOMAR	Germany	1065447 04-Jul-1984
PALOMAR	Italy	708368 17-May-1984
PALOMAR	Japan	1940544 27-May-1987
PALOMAR	Mexico	437732 19-Mar-1993
PALOMAR	United Kingdom	1221005 19-Jun-1984
PALOMAR	United States of America	1244935 12-Jul-1983
PERRINDO	Benelux	400016 26-Apr-1984
PERRINDO	Canada	TMA302386 03-May-1985
PERRINDO	France	1277276 27-Jun-1984
PERRINDO	Germany	1065448 04-Jul-1984
PERRINDO	Italy	708369 17-May-1984
PERRINDO	Japan	1905969 28-Oct-1986

<u>Trademark</u>	<u>Country</u>	<u>Reg No/Reg Date</u>
PERRINDO	Mexico	437736 19-Mar-1993
PERRINDO	United Kingdom	1221006 19-Jun-1984
PERRINDO	United States of America	1232426 29-Mar-1983
QUINDO	Benelux	400017 26-Apr-1984
QUINDO	Canada	TMA302599 10-May-1985
QUINDO	France	1277275 27-Jun-1984
QUINDO	Germany	1065528 06-Jul-1984
QUINDO	Italy	719490 11-Aug-1995
QUINDO	Japan	2049622 26-May-1988
QUINDO	Mexico	437735 19-Mar-1993
QUINDO	United Kingdom	1217914 02-May-1984
QUINDO	United States of America	1235969 03-May-1983