

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer Corporation		01/01/2003	CORPORATION: INDIANA

RECEIVING PARTY DATA	
Name:	Bayer Chemicals Corporation
Street Address:	100 Bayer Road
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15205
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1358695	ALKAFLO
Registration Number:	2082470	ASTRALPLUS
Registration Number:	2082486	ASTRALPRINT
Registration Number:	1270491	BLUE-J
Registration Number:	661253	CAROLID
Registration Number:	1088436	CATOMER
Registration Number:	1088439	CRILIPRINT
Registration Number:	1093036	CRILITEX
Registration Number:	1088438	DYESET
Registration Number:	958377	DYEWELD
Registration Number:	983652	FIBERMATE
Registration Number:	958378	LUBIT
Registration Number:	1860617	MERSE
Registration Number:	784241	MIGRASSIST
Registration Number:	588242	PLEXENE

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Registration Number:	1347051	PROTOLUBE
Registration Number:	1347052	PROTOREZ
Registration Number:	1351169	PROTOWET
Registration Number:	1091205	SILKSOFT
Registration Number:	1830969	TANACID
Registration Number:	1123535	TANADYE
Registration Number:	953406	TANAFRESH
Registration Number:	603173	TANALON
Registration Number:	576799	TANALUBE
Registration Number:	956322	TANAPAL
Registration Number:	955541	TANAPON
Registration Number:	951649	TANAPRINT
Registration Number:	950623	TANAQUAD
Registration Number:	1830971	TANASOFT
Registration Number:	1833574	TANASSIST
Registration Number:	1830074	TANASTAT
Registration Number:	616978	TANATERGE
Registration Number:	1367241	TANATEX
Registration Number:	644992	TANAVOL
Registration Number:	1377764	TANAWET
Registration Number:	1770948	TANAZONE
Registration Number:	1377765	TANNEX
Registration Number:	2257000	TANNEX GEO

CORRESPONDENCE DATA

Fax Number: (412)778-4432
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4127774845
Email: BayerTrademarkUS@bayer.com
Correspondent Name: Bayer Corporate & Business Services LLC
Address Line 1: 100 Bayer Road
Address Line 4: Pittsburgh, PENNSYLVANIA 15205

NAME OF SUBMITTER: Darlene Augustine

Total Attachments: 4
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source=Bayer Chemicals Corporation3#page1.tif

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 Chemicals Corporation, a Delaware corporation ("Target").

RECITALS:

A. Bayer and Target have entered into that certain Contribution and Assumption Agreement dated as of the date hereof (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 has 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 and
Chief Administrative and Financial Officer

STANDARD
SERIALS
1988
853
12

ATTEST:

Amy J. Lykos

Name: George J. Lykos

Title: Secretary

BAYER CHEMICALS CORPORATION

By: _____

Name: Dr. Heinz Heumueller

Title: President and Chief Executive Officer

ATTEST:

Name: _____

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

BAYER CORPORATION

By: _____

Name: _____

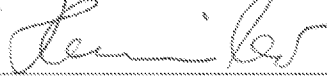
Title: _____

ATTEST:

Name: _____

Title: _____


BAYER CHEMICALS CORPORATION

By: 

Name: Dr. Heinz Heumueller

Title: President and Chief Executive Officer

ATTEST:



Name: Keith R. Abrams

Title: Assistant Secretary