

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	Corrective assignment to delete Application No. 75116163 that was previously recorded on May 1, 2003 on Reel 2642, Frame 0669.
------------------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer Corporation		01/01/2003	CORPORATION: INDIANA

RECEIVING PARTY DATA	
<b>Name:</b>	Bayer Polymers LLC
<b>Street Address:</b>	100 Bayer Road
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15205
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	75116163	SOLFORT

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

<b>NAME OF SUBMITTER:</b>	Darlene J. Augustine
---------------------------	----------------------

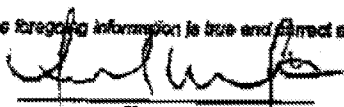
**Total Attachments: 7**  
 source=Recordation Form Cover Sheet#page1.tif  
 source=BPO Assignment Document#page1.tif  
 source=BPO Assignment Document2#page1.tif  
 source=BPO Assignment Document3#page1.tif  
 source=BPO Assignment Document4#page1.tif  
 source=Solfort#page1.tif  
 source=Solfort1#page1.tif

CH \$40.00 75116163

**TRADEMARK**

**REEL: 002802 FRAME: 0863**

05/01/2003  
700029327

Form PTO-1004 (Rev. 10/02) OMB No. 0591-0037 (exp. 07/02/2006)		RECORDATION FORM COVER SHEET <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings: [Icons]					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> Bayer Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies):</b> Name: Bayer Polymers LLC Internal Address: _____ Street Address: 100 Bayer Road City: Pittsburgh state: PA Zip: 15205 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company - Delaware</u> <small>If applicant is not domiciled in the United States, a domestic representative designation is attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          Designators must be a separate document. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          Additional name(s) &amp; address of applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 01/01/2003					
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s)      B. Trademark Registration No.(s) See Schedule A attached Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: Fred Carl III Internal Address: Omega Building Street Address: 100 Bayer Road City: Pittsburgh state: PA Zip: 15205			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">45</span>		
			<b>7. Total fee (37 CFR 3.41):</b> \$ 1,140.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			<b>8. Deposit account number:</b> 50-1205 <small>(Attach duplicate copy of this page if paying by deposit account)</small>		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature.</b> <small>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.</small> Fred Carl III  05/01/2003 Name of Person Signing      Signature      Date					
<small>Total number of pages including cover sheet, assignments and documents</small> <span style="border: 1px solid black; padding: 2px;">10</span>					

Mail documents to be recorded with required cover sheet information for  
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.

CHD:1139220.2

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: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[Name, Title]

**BAYER POLYMERS LLC**

By: Ian Paterson

Name: Ian Paterson

Title: President and CEO

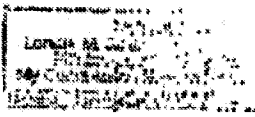
ATTEST:

Scott G. Brown  
[Name, Title] Secretary

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

On this 19<sup>th</sup> 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



SCHEDULE A (Continued)

CASS	73712212
SCHEFF	73000000
STRETCHING THE LIMITS	730051639
TO-DO	72111625
TRAIL	71011328
TRAX	73817838
VERSIT-DC	73014007
ZOOM	73153968

