

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Bayer MaterialScience LLC
Formerly: Bayer Polymers LLC

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

Citizenship (see guidelines) Delaware

Execution Date(s) June 30, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LANXESS Corporation

Internal

Address: Law & Intellectual Property Dept

Street Address: 111 RDC Park West Drive

City: Pittsburgh

State: PA

Country: U.S.A. Zip: 15275-1112

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Jill Denesvich

Internal Address: Lanxess Corporation

Law & Intellectual Property Dept

Street Address: 111 RDC Park West Drive

City: Pittsburgh

State: PA Zip: 15275-1112

Phone Number: 412-809-2232

Fax Number: 412-809-1054

Email Address: karen.lockhart@lanxess.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-3330

Authorized User Name Karen Lockhart

9. Signature: [Handwritten Signature] Date December 22, 2004
Signature Date

Karen S. Lockhart Total number of pages including cover sheet, attachments, and document: 14
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$190.00 503330 1475557

Regitration Number	Word Mark
1475557	CENTREX
1960558	GUARDIAN
720161	LUSTRAN
2856704	MAGICORE
2792750	STRETCHING THE LIMITS
1432617	TRIAx
2127801	SOLFORT

EXECUTION VERSION

MASTER ASSIGNMENT OF TRADEMARKS

THIS MASTER ASSIGNMENT OF TRADEMARKS is entered into as of July 1, 2004 (this "Assignment") by and between Bayer MaterialScience LLC (f/k/a Bayer Polymers LLC), a Delaware limited liability company ("Seller"), and LANXESS Corporation, a Delaware corporation ("Buyer").

RECITALS:

A. Seller, Buyer, Bayer Corporation, an Indiana corporation, Bayer Chemicals Corporation, a Delaware corporation, and Bayer Corporate and Business Services LLC, a Delaware limited liability company, have entered into that certain Sale and Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Seller to Buyer of all of Seller's right, title and interest in and to the BMS Purchased Assets (as defined in the Purchase Agreement), including the BMS Intellectual Property (as defined in the Purchase Agreement) constituting a part thereof.

B. Seller 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 BMS Purchased Business Units (as defined in the Purchase Agreement).

C. Seller desires to sell, transfer, assign, convey and deliver to Buyer, and Buyer desires to acquire from Seller, the Trademarks, together with the goodwill symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Trademark Assignment. Seller hereby sells, transfers, assigns, conveys and delivers to Buyer the following:

(a) all of Seller'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 BMS Purchased Business Units carried on in connection with such Trademarks; and

(b) all claims, demands and rights of action, both statutory and based upon common law, that Seller 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 Buyer's own name.

2. Further Assurance. Each of Seller and Buyer 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. Seller 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 Buyer 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. Seller 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 purchase, merger, consolidation or otherwise) and any permitted assigns; provided further, that nothing herein shall be deemed to prohibit any future sale, transfer, assignment, conveyance or delivery by Buyer of the Trademarks.
10. Definitions: Purchase Agreement. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, assignment, conveyance and delivery effectuated hereby are subject in all respects to the terms and conditions of the Purchase Agreement (including Section 4.02 thereof).

[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 MATERIALSCIENCE LLC

By: *J. Shock*

Name: _____

Title: _____

ATTEST: *[Signature]*

LANXESS CORPORATION

By: *Marcy J. Tenaglia*

Name: _____

Title: _____

ATTEST: *[Signature]*

COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF ALLEGHENY)

On this 30th day of June, 2004 before me appeared John F Shock, the person who signed this instrument, who acknowledged that he/she signed it on behalf of Bayer MaterialScience LLC with authority to do so.

Margaret H. Setcavage
 Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Margaret H. Setcavage, Notary Public
 Robinson Twp., Allegheny County
 My Commission Expires Sept. 10, 2007
 Member, Pennsylvania Association Of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 30th day of JUNE, 2004 before me appeared Marcy L. Tenaglia, the person who signed this instrument, who acknowledged that he/she signed it on behalf of LANXESS Corporation with authority to do so.

Margret H. Setcavage
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Margret H. Setcavage, Notary Public
Robinson Twp., Allegheny County
My Commission Expires Sept. 10, 2007
Member, Pennsylvania Association Of Notaries

SCHEDULE A

(1) Trademarks:

TMID	Registered Owner	Country	Trademark	Classes	App No date	App Date	Reg No/Reg Date	Status	Next Renewal	Agent
14157 Fisher Jersey	Bayer Corporation	South Africa	LUSTRAN	1		663368	16-Aug-1985	REG	16-Aug-2005	Spoor &
14155 Siemaen, Joanama Moreira	Bayer Corporation	Brazil	LUSTRAN	1		006827388 25-Nov-1977	16-Aug-1985	REG	25-Nov-2007	Dannemann, Bigler &
14175 Lafleur Henderson	Bayer Corporation	Canada	LUSTRAN	1		123330	25-Aug-2005	REG	25-Aug-2008	Cowling
14184 Partners	Bayer Corporation	Indonesia	LUSTRAN	1		434974	25-Aug-1961	REG	23-Oct-2009	LLP Amroos &
14191 Napier LLC	Bayer Corporation	Malaysia	LUSTRAN	1		09-Aug-1979 552089	09-Aug-1979	REG	11-Jul-2005	Drew &
14198 Gonzales	Bayer Corporation	Philippines	LUSTRAN	1		11-Jul-1992 13773	11-Jul-1992	REG	24-Apr-2005	Nicberto S.
14198 Fisher	Bayer Corporation	South Africa	LUSTRAN	1		25-Apr-1968 653308	25-Apr-1968	REG	16-Aug-2005	Spoor &
14205 Fisher	Bayer Corporation	Venda	LUSTRAN	1		16-Aug-1985 663308	16-Aug-1985	REG	16-Aug-2005	Spoor &
14204 Castillo &	Bayer Corporation	Venezuela	LUSTRAN	6		16-Aug-1985 58677	16-Aug-1985	REG	07-Aug-2010	Moet Perez
14149 Boukrami	Bayer Polymers LLC	Algeria	LUSTRAN	1		07-Aug-1979 50459	07-Aug-1979	REG	10-Jan-2006	Duxque Cabinet
14150 O'Farrell & Hjalra	Bayer Polymers LLC	Argentina	LUSTRAN	1		23-Dec-1968 1554060	23-Dec-1968	REG	01-Oct-2004	Marval,
14151 Ferguson	Bayer Polymers LLC	Australia	LUSTRAN	1		22-Mar-1983 A168003	22-Mar-1983	REG	04-Apr-2006	Sponson &
14152 Kilment	Bayer Polymers LLC	Austria	LUSTRAN	17		04-Apr-1981 54558	04-Apr-1981	REG	31-May-2005	Palter

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14154 OstrocoBureau	Bayer Polymers LLC	Benelex	LUSTRAN	1	5457	03-May-1985 37649	REG	03-Jun-2012	Vereaniguda
14174 Chile S.A.	Bayer Polymers LLC	Chile	LUSTRAN	1		16-Nov-1982 527587	REG	17-Nov-2008	Bayer de
14177 Minsquera	Bayer Polymers LLC	Colombia	LUSTRAN	1		12-Oct-1988 85419	REG	28-Aug-2012	Dr. Cristian Casas
14178 Palani-Bureau	Bayer Polymers LLC	Denmark	LUSTRAN	1		28-Aug-1987 VA 1982-03889	REG	02-Nov-2013	International
14179 Ponce	Bayer Polymers LLC	Ecuador	LUSTRAN	20		02524 02-Nov-1983			
14180 AB	Bayer Polymers LLC	Finland	LUSTRAN	1		15-Nov-1982 11-Nov-1988	REG	11-Nov-2008	Quevedo & Berggran Oy
14207 Santarelli	Bayer Polymers LLC	France	LUSTRAN	1		50212 20-Jun-1987	REG	13-Dec-2005	Rinuy
14181	Bayer Polymers LLC	Germany	LUSTRAN	1		1334818 10-Feb-1981	REG	30-Apr-2011	Bayer AG
14185 Co	Bayer Polymers LLC	Ireland	LUSTRAN	1		780842 06-Dec-1983	REG	08-Jul-2009	Tomkins &
14186 Cofin &	Bayer Polymers LLC	Israel	LUSTRAN	1		84890 08-Jul-1981	REG	21-Aug-2014	Dr. Reinhold Partners
14187 & Zamaedo	Bayer Polymers LLC	Italy	LUSTRAN	2		24966 22-Aug-1985	REG	06-Apr-2011	ing Barzani Milano SpA
14188 Asociates	Bayer Polymers LLC	Japan	LUSTRAN	1		472885 23-Mar-1987	REG	27-May-2004	Tsakuni & Tsakuni &
14189 Associates	Bayer Polymers LLC	Japan	LUSTRAN K	1, 17		1727848 27-Nov-1984	REG	14-Feb-2009	Tsakuni &
14190	Bayer Polymers LLC	Korea (South)	LUSTRAN	1		6692871998 13-Aug-1998	REG	19-Jun-2009	Kim and Cho
14192 Riquelme Y	Bayer Polymers LLC	Mexico	LUSTRAN	1		82123 18-Jun-1979	REG	02-Aug-2012	Goodrich, Asociados
14193	Bayer Polymers LLC	New Zealand	LUSTRAN	1		279885 02-Aug-1982	REG	16-Aug-2014	A. J Park &

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Serial Number	Trademark	Country	Class	Registration Number	Date	Owner
14104	Patentkonfer	Norway	LUSTRAN	62161	25-Jul-2013	Tandbergs
14195	Mofler	Peru	LUSTRAN	32417	25-Aug-2005	Bareda
14197	Mirandah &	Singapore	LUSTRAN	37744	06-Sep-2010	Ellia Chaong
14198	Bayer Polymers LLC	Spain	LUSTRAN	492390	12-Dec-2008	Spursors
14200	Bayer Polymers LLC	Sweden	LUSTRAN	107244	23-Aug-2013	Elzabaru
14209	Songilat &	Thailand	LUSTRAN	292495	05-Sep-2005	Dr Ludwig
14208	Songilat &	Thailand	LUSTRAN	292784	13-Sep-2005	AB
14208	Ransford	United Kingdom	LUSTRAN	819204	07-Apr-1981	Domnam
14217	Corporate and Services	United States of America	LUSTRAN	72108195	22-Aug-2011	Boonma
14203	Becot	Uruguay	LUSTRAN	313314	17-Aug-2009	Domnam
14210	Bayer Polymers LLC	Vietnam	LUSTRAN	488995	20-Nov-2005	Boonma
14257	Kitment	Austria	ELIX	127570	11-Oct-2009	Carjmaels &
14258	Odroobureaux	Benelux	ELIX	436829	28-Oct-2007	Business
14259	Patent-Bureau	Denmark	ELIX	VR 1989	15-Sep-2009	Business

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14260 AB	Bayer Corporation	Finland	ELIX	1	105869	REG	20-Dec-2009	Bearggen Oy
14261 Santarelli	Bayer Corporation	France	ELIX	1	20-Dec-1989 1432783	REG	29-Oct-2007	Rinuy
14262	Bayer Corporation	Germany	ELIX	1	29-Oct-1987 M61741 05-Nov-1987	REG	05-Nov-2007	Bayer AG
14265 Kosticoskou	Bayer Corporation	Greece	ELIX	1	87085	REG	27-Oct-2007	Vayanos
14264P1 & Zanardo	Bayer Corporation	Italy	ELIX	1	27-Oct-1987 502893	REG	28-Oct-2007	Ing Barzano Milano SpA
14264 & Zanardo	Bayer Corporation	Italy	ELIX	1	17-Jan-1989 784398	REG	28-Oct-2007	Ing Barzano Milano SpA
14266 Associates	Bayer Corporation	Japan	ELIX	1	17-Jan-1989 2584498	REG	28-Feb-2003	Tsukuni & Tandbergs
14268 Patentkonier	Bayer Corporation	Norway	ELIX	1	31-Aug-1993 142770	REG	13-Sep-2010	Tandbergs
14269 Cruz, S.A.	Bayer Corporation	Portugal	ELIX	1	13-Sep-1990 243901	REG	22-Mar-2010	J. Pereira da Dr Ludwig
14270 Brann Patentbyra	Bayer Corporation	Sweden	ELIX	1	22-Mar-1980 217083	REG	25-May-2010	AB E Blum & Co
14271	Bayer Corporation	Switzerland	ELIX	1	25-May-1980 261054	REG	08-Mar-2008	E Blum & Co
14283 Rainsford	Bayer Corporation	United Kingdom	ELIX	1	08-Mar-1988 1326922	REG	13-Nov-2004	Carpmaels & 13-Nov-1987
14244 Lalieur Henderson	Bayer Corporation	Canada	CENTREX		409807	REG	19-Mar-2003	Gowling LLP
14241 Ferguson	Bayer Polymers LLC	Australia	CENTREX	1	19-Mar-1983 A488228	REG	03-Jul-2009	Spinson & Peter
14242 Kilimant	Bayer Polymers LLC	Austria	CENTREX	1	03-Jul-1987 121939	REG	31-Oct-2007	Peter
14243 Oetzelbureaux	Bayer Polymers LLC	Belgium	CENTREX	1	19-Oct-1988 436923	REG	28-Oct-2007	Vereenigde 28-Oct-1987

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14245	Bayer Polymers LLC	Denmark	CENTREX	1	VR 1992	REG	17-Apr-2012	International
Patent-Bureau					02858			
14246	Bayer Polymers LLC	France	CENTREX	1	17-Apr-1992	REG	29-Oct-2007	Bayay
Santarelli					1432785			
14247	Bayer Polymers LLC	Germany	CENTREX	1	29-Oct-1987	REG	06-Nov-2007	Bayer AG
					1140368			
14249	Bayer Polymers LLC	Greece	CENTREX	1	08-Nov-1987	REG	27-Oct-2007	Vayanos
Kostopoulos					87084			
14250	Bayer Polymers LLC	Ireland	CENTREX	17	27-Oct-1987	REG	27-Oct-2008	Tonkins &
Co					124120			
14251	Bayer Polymers LLC	Italy	CENTREX	1	27-Oct-1987	REG	28-Oct-2007	IG Barzani
& Zanardo					764389			
14252	Bayer Polymers LLC	Mexico	CENTREX	1	17-Jan-1989	REG	08-May-2012	Milano SpA
Risquiere Y					422922			Goodrich,
14253	Bayer Polymers LLC	Norway	CENTREX	1	08-May-1992	REG	01-Jun-2008	Asociados
Patentkontor					136810			Tandbergs
14254	Bayer Polymers LLC	Portugal	CENTREX	1	01-Jun-1989	REG	02-Jul-2012	J. Pereira da
Cruz, S.A.					243800			
14255	Bayer Polymers LLC	Sweden	CENTREX	1	02-Jul-1992	REG	16-Oct-2012	Dr Ludwig
Brann Patentbyrå					241388			AB
14256	Bayer Polymers LLC	Switzerland	CENTREX	1, 17	16-Oct-1992	REG	08-Mar-2008	E Blum & Co
					361053			
14248	Bayer Polymers LLC	United Kingdom	CENTREX	1	08-Mar-1988	REG	13-Nov-2004	Carpmaels &
Ransfurt					1326921			
14215	Bayer Polymers LLC	United States of America	CENTREX	1	18-Nov-1987	REG	09-Feb-2009	Bayer
Corporate and					1475557			Business
Services								Business
15097	Bayer Corporation	Argentina	CADON	1	25-Jun-1987	REG	23-Dec-2008	Marvel.
O'Farrell & Mairal					211207			
14222	Bayer Corporation	Benelux	CADON	1	03-Nov-1997	REG	21-Apr-2011	Varensigde
Octroobureaux					373439			
					21-Apr-1981			

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14224 Lafleur Henderson	Bayer Corporation	Canada	CADON					270958	REG	08-Jul-2012	Gowling LLP
14211 Lafleur Henderson	Bayer Corporation	Canada	CADON					09-Jul-1982			Gowling LLP
14227 Santarelli	Bayer Corporation	France	CADON	1				129708	REG	01-Feb-2008	Gowling LLP
14228	Bayer Corporation	Germany	CADON	1				01-Feb-1983			Rinuy
14232 & Zanardo	Bayer Corporation	Italy	CADON	1				1885151	REG	24-Sep-2011	Bayer AG
14213 Associates	Bayer Corporation	Japan	CADON	34				30-Sep-1981			Ing Barzani
14233	Bayer Corporation	Korea (South)	CADON	1				1069873	REG	29-Sep-2011	Milano SpA
14234 Napier LLC	Bayer Corporation	Malaysia	CADON	1				13-Mar-1984			Tsukuni &
14226 Mitraniyah &	Bayer Corporation	Singapore	CADON	1				442466	REG	22-Oct-2011	Kim and Cho
14237 Fisher	Bayer Corporation	South Africa	CADON	1				01-Sep-1986			Drew &
14240	Bayer Corporation	Switzerland	CADON	1				27-Feb-1984			EBA Cheong
14216 Corporate and Services	Bayer Polymers LLC	United States of America	GUARDIAN	17				2039/84	REG	24-Apr-2011	Spraxions
293513 Corporate and Services	Bayer Polymers LLC	United States of America	MAGICORE	12				24-Apr-1984			Spoor &
237528 Corporate and Services	Bayer Polymers LLC	United States of America	MAGICORE	17				817185	REG	28-Sep-2011	E Blum & Co
								28-Sep-1981			Bayer
								314651	REG	24-Sep-2011	Business
								24-Sep-1981			Business
								1986558	REG	05-Mar-2008	Bayer
								74689708			Business
								30-May-1985			Business
								780346009	PEN		Bayer
								28-Dec-2003			Business
								781092721	PEN		Business

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Services	Registrant	Country	Class	Serial	Reg. No.	Reg. Date	Reg. Type	Reg. Status	Business
14273 Lafleur Henderson	Bayer Corporation	Canada	TRIAX	17	343007	22-Jul-2018	REG	12-Nov-2001	Business
14276 Lafleur Henderson	Bayer Corporation	Uzbekistan	TRIAX	17	22-Jul-1988				Gowling LLP
14272 Octroibureaux	Bayer Polymers LLC	Benelux	TRIAX	1	3255	28-Jul-2003	REG		Gowling LLP
14279	Bayer Polymers LLC	Germany	TRIAX	1	06-Apr-1995				Venevige
14274 Lafleur Henderson	Bayer Polymers LLC	Latvia	TRIAX	17	452941	18-Sep-2008	REG		Bayer AG
243037 Béguine Y	Bayer Polymers LLC	Mexico	TRIAX	1	10-Sep-1988				Gowling LLP
14275 Ransford	Bayer Polymers LLC	United Kingdom	TRIAX	1	1103776	30-Jun-2009	REG		Goodrich, Associados
14218 Corporate and Services	Bayer Polymers LLC	United States of America	TRIAX	1	14-Jun-1988				Cammaels & Bayer
Services					M33124	21-Jul-2013	REG		Business
					20-Jun-1986				Business
					553088	21-Jun-2012	REG		Business
					21-Jun-2002				Business
					1544632	11-Aug-2010	REG		Business
					11-Aug-1993				Business
					1432617	17-Mar-2007	REG		Business
					28-Jul-1988				Business
					17-Mar-1987				Business

(ii) Domain Names:

[To come]

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