

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	01/01/2003		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer Corporation		01/01/2003	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Bayer HealthCare LLC		
Street Address:	100 Bayer Road		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	812876	1	
CORRESPONDENCE DATA			
Fax Number:	(412)778-4432		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-777-4860		
Email:	BayerTrademarkUS@bayer.com		
Correspondent Name:	Jeffrey M. Gitchel		
Address Line 1:	Bayer Corporate & Business Services LLC		
Address Line 2:	100 Bayer Road		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15205		
NAME OF SUBMITTER:	Jeffrey M. Gitchel		
Signature:	/Jeffrey M.Gitchel/		
Date:	01/10/2005		

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Total Attachments: 4

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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 Healthcare 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.

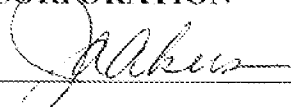
9. Successors and Assigns. This Assignment and the rights and obligations hereunder may not be assigned by either party without the express written consent of the other party (which consent may be refused by the other party in its sole discretion); provided, however, that this Assignment shall be binding 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**

Title: Executive Vice President and
Chief Administrative and Financial Officer

ATTEST: 
[Name, Title]

*George J. Lykos
Secretary*

BAYER HEALTHCARE LLC

By: _____

Name: _____

Title: _____

ATTEST: _____
[Name, Title]

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 HEALTHCARE LLC

By: 

Name: Gary Balkema

Title: President of Consumer Care
Division and Executive
Vice President

ATTEST:


[Name, Title]

Paul R. Barry
Vice President, General
Counsel and Secretary