

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer AG		11/21/2003	JOINT STOCK COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	NCORE Limited		
Street Address:	Spring Lane North, Malvern Link		
City:	Worcestershire		
State/Country:	UNITED KINGDOM		
Postal Code:	WR14 1BU		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78218050	AVIGUARD	
CORRESPONDENCE DATA			
Fax Number:	(302)658-5614		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	302-658-9141		
Email:	crothstein@cblh.com		
Correspondent Name:	Stanley C. Macel, III, Esq.		
Address Line 1:	P. O. Box 2207		
Address Line 4:	Wilmington, DELAWARE 19899		
DOMESTIC REPRESENTATIVE			
Name:	Stanley C. Macel, III, Esq.		
Address Line 1:	P. O. Box 2207		
Address Line 4:	Wilmington, DELAWARE 19899		
NAME OF SUBMITTER:	Stanley C. Macel, III		

CH \$40.00 78218050

Signature:

/scm/

Date:

09/08/2005

Total Attachments: 8

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CERTIFIED COPY

Trademark Transfer Agreement

between

Bayer AG, 51368 Leverkusen, Germany

- hereinafter referred to as "BAYER" -

and

NCORE Limited, Spring Lane North, Malvern Link, Worcestershire WR14 1BU,
United Kingdom

- hereinafter referred to as "NCORE" -

1. BAYER is the owner of the trademark AVIGUARD which is applied for/registered in many countries of the world according to the trademark list which is attached to this Agreement as Exhibit 1 as well as the Internet Domain name Aviguard.com (hereinafter collectively referred to as "the trademark AVIGUARD").
2. BAYER hereby transfers and assigns to NCORE for the sum of 1 Euro the rights to the trademark AVIGUARD and the goodwill associated therewith as of November 21, 2003 (Effective Date). NCORE hereby accepts the transfer.
3. If after the Effective Date MDL discovers that BAYER and/or associate Companies and/or third parties hold any other trademarks for Aviguard other than those listed in Exhibit 1 and/or any other Internet Domain names of Aviguard other than Aviguard.com, BAYER undertakes to ensure that such trademarks and/or domain names and/or any associated goodwill are transferred and assigned to NCORE for the sum of 1 Euro.
4. After the Effective Date, BAYER shall send the files relating to the trademark AVIGUARD to NCORE or to an attorney appointed by NCORE. Responsibility for monitoring of the trademark AVIGUARD, in particular of the renewal dates and of any conflicting trademarks of third parties, shall thus transfer to NCORE.

Until such time as the trademark registrations are transferred and assigned to NCORE, though for not longer than six months following the Effective Date, BAYER shall administer the trademark AVIGUARD on a fiduciary basis and shall in this respect work together with NCORE. However, after transfer of responsibility for monitoring to NCORE, BAYER shall only be obliged and entitled to take measures related to renewal or a defence, in particular the filing of oppositions or the institution of legal proceedings, at the explicit request of NCORE.

5. NCORE shall be responsible for applying for the trademark registrations to be assigned to it. BAYER undertakes to sign the requisite assignment approvals in due form without delay.
6. Six months after the Effective Date, BAYER shall no longer be obliged to uphold the trademarks.
7. BAYER shall bear the costs of assignment, including pertaining fees by the competent authorities and those costs of NCORE'S trademark agent/s which are necessary in order to effect transfer and assignment of the trademarks and proven to have accrued.
8. NCORE takes over BAYER'S rights and obligations arising from pre-right agreements concluded by BAYER with third parties.
9. The trademark AVIGUARD shall be transferred and assigned under its current legal status. BAYER accepts no warranty for the validity of the trademark AVIGUARD or its registration or for its being unencumbered by third party rights.
10. NCORE shall ensure that no risk of deception of customers or other involved parties with respect to the origin and quality of the products distributed by it arises from its intended usage of the trademark AVIGUARD.
11. The invalidity of one or several provisions of this Agreement does not effect the validity of this Agreement as a whole if it can be assumed that the parties would have entered into the Agreement even without the invalid part. Instead of the invalid or not performable provisions, or in order to fill in the gap, an appropriate provision shall be valid which, as much as legally possible, should come closest to what the parties hereto wanted or would have wanted, if they had thought about that shortcoming at the time of the conclusion of this Agreement.
12. This Agreement shall be governed by and interpreted in accordance with the laws of England.
13. The English courts shall have, as far as legally admissible, exclusive jurisdiction and venue over all disputes arising out of or in connection with this Agreement.

Leverkusen

Bayer AG

[Signature]
21 November 2003

Worcester

NCORE Limited

21st November 2003.

[Signature]
As duly authorised
attorney for Gr. Swan.

Exhibit 1 Report 3 - TM - Listing by Trademark, Country

TMID	Trademark	Country	Registered Owner	Classes	App No	App date	Reg No/ Reg Date	Status	Next Renewal
129147	AVIGUARD	Argentina	Microbial Developments Ltd.	5	1965628	16-Aug-1995		PEN	
106026	AVIGUARD	Australia	Bayer Aktiengesellschaft	5			A571933	REG	05-Feb-2009
109317	AVIGUARD	Austria	Bayer Aktiengesellschaft	5	05-Feb-1992 AM 1275/96		184419 29-Mai-1996	REG	30-Mai-2008
237727	AVIGUARD	Bangladesh	Bayer Aktiengesellschaft	5	73172			PEN	
118666	AVIGUARD	Benelux	Bayer Aktiengesellschaft	5	21-Nov-2001 775252		511502	REG	31-Jan-2012
138219	AVIGUARD	Brazil	Bayer Aktiengesellschaft	5	31-Jan-1992 817283269		31-Jan-1992 817283269	REG	11-Jul-2005
235750	AVIGUARD	Canada	Bayer Aktiengesellschaft	5	22-Jun-1993 1111270		11-Jul-1995	PEN	
110149	AVIGUARD	Chile	Bayer Aktiengesellschaft	5	31-Jul-2001 318696		482870	REG	24-Mrz-2007
121711	AVIGUARD	China	Bayer Aktiengesellschaft	5	14-Aug-1995 960036361		24-Mrz-1997 1088945	REG	27-Aug-2007
117480	AVIGUARD	Colombia	Bayer Aktiengesellschaft	5	12-Mrz-1996 95039808		28-Aug-1997 183127	REG	22-Jan-2006
128475	AVIGUARD	Costa Rica	Bayer Aktiengesellschaft	5	01-Sep-1995		22-Jan-1996 105921	REG	02-Feb-2008
238588	AVIGUARD	Croatia	Bayer Aktiengesellschaft	5	19-Jan-1998 Z20011536A		03-Feb-1998 Z20011536	REG	04-Okt-2011
107678	AVIGUARD	Czech Republic	Bayer Aktiengesellschaft	5	04-Okt-2001 0-0129691		03-Mai-2002 214289	REG	01-Feb-2008
134045	AVIGUARD	Denmark	Bayer Aktiengesellschaft	5	02-Feb-1998 858/1992		23-Nov-1998 8490/1893	REG	17-Sep-2003
131526	AVIGUARD	Dominican Republic	Bayer Aktiengesellschaft	5	05-Feb-1992 5125		17-Sep-1993 83.411	REG	14-Mai-2016
121179	AVIGUARD	Egypt	Bayer Aktiengesellschaft	5	08-Mrz-1996 99578		15-Mai-1996 99578	REG	29-Jan-2006
122846	AVIGUARD	El Salvador	Bayer Aktiengesellschaft	5	29-Jan-1998 898/96		05-Sep-1999 238/86	REG	21-Jan-2009
					22-Feb-1998		21-Jan-1999		

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TMID	Trademark	Country	Registered Owner	Classes	App No	App date	Reg No/Reg Date	Status	Next Renewal
124220	AVIGUARD	Estonia	Bayer Aktiengesellschaft	5	00438	24-Nov-1997	24883	REG	23-Nov-2007
100881	AVIGUARD	Finland	Bayer Aktiengesellschaft	5	37106	24-Nov-1997	203013	REG	14-Nov-2008
108028	AVIGUARD	France	Bayer Aktiengesellschaft	5	24-Jan-1998	15-Nov-1996	82404142	REG	04-Feb-2012
108889	AVIGUARD	Germany	Bayer Aktiengesellschaft	5	04-Feb-1992	04-Feb-1992	2026322	REG	28-Feb-2012
133831	AVIGUARD	Greece	Bayer Aktiengesellschaft	5	M 71640/5 WZ	03-Feb-1992	10-Dec-1992	REG	08-Feb-2012
139834	AVIGUARD	Guatemala	Bayer Aktiengesellschaft	5	06-Feb-1992	06-Feb-1992	80486-315-172	REG	15-Sep-2006
135010	AVIGUARD	Honduras	Bayer Aktiengesellschaft	5	000795-96	16-Sep-1996	87018	REG	18-Dec-2006
104680	AVIGUARD	Hong Kong	Bayer Aktiengesellschaft	5	1278795	28-Dec-1995	19-Dec-1998	REG	29-Jan-2017
103880	AVIGUARD	Hungary	Bayer Aktiengesellschaft	5	98 01125	1179/1997	30-Jan-1997	REG	03-Feb-2008
128046	AVIGUARD	India	Bayer Aktiengesellschaft	5	M98 00372	03-Feb-1998	17-Nov-1998	PEN	
128288	AVIGUARD	Indonesia	Bayer Aktiengesellschaft	5	727866	31-Mai-1996	361070	REG	28-Feb-2006
119651	AVIGUARD	Iran	Bayer Aktiengesellschaft	5	0963696	29-Feb-1996	15-Aug-1997	REG	12-Apr-2007
118316	AVIGUARD	Iraq	Bayer Aktiengesellschaft	5	7601288	13-Apr-1987	03-Nov-1987	REG	03-Feb-2011
129019	AVIGUARD	Ireland	Bayer Aktiengesellschaft	5	34614	03-Feb-1996	02-Apr-2001	REG	13-Aug-2008
137214	AVIGUARD	Israel	Bayer Aktiengesellschaft	5	13-Aug-1991	103789	103789	REG	01-Mrz-2017
120321	AVIGUARD	Italy	Bayer Aktiengesellschaft	5	01-Mrz-1996	M92C/00964	08-Mai-1997	REG	11-Feb-2002
120403	AVIGUARD	Japan	Bayer Aktiengesellschaft	5	11-Feb-1992	34594/96	27-Dec-1994	REG	18-Dec-2007
					29-Mrz-1996	4086091	19-Dec-1997		

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TMID	Trademark	Country	Registered Owner	Classes	App No	App date	Reg No/ Reg Date	Status	Next Renewal
125071	AVIGUARD	Japan	Bayer Aktiengesellschaft	31	161441/92	3019492	31-Jan-1995	REG	30-Jan-2005
103516	AVIGUARD	Jordan	Bayer Aktiengesellschaft	5	8689	40333	31-Jan-1996	REG	31-Jan-2013
100038	AVIGUARD	Kenya	Bayer Aktiengesellschaft	5	46031	46031	31-Jan-1996	REG	24-Jun-2004
106565	AVIGUARD	Korea (South)	Bayer Aktiengesellschaft	10	24-Jun-1997	04-Feb-2000	351438	REG	13-Dez-2008
130423	AVIGUARD	Latvia	Bayer Aktiengesellschaft	5	16-Aug-1995	13-Dez-1996	M38690	REG	29-Jan-2006
130983	AVIGUARD	Lithuania	Bayer Aktiengesellschaft	5	M-98-163	20-Okt-1997	31014	REG	31-Jan-2006
137212	AVIGUARD	Malaysia	Bayer Aktiengesellschaft	5	31-Jan-1996	06-Jan-1999	96003103	REG	27-Mrz-2003
103293	AVIGUARD	Mexico	Microbial Developments Ltd.	5	MA/3103796	20-Nov-1999	556336	REG	24-Aug-2005
122663	AVIGUARD	Namibia	Bayer Aktiengesellschaft	5	27-Mrz-1996	24-Aug-1995	970874	REG	23-Mai-2007
237758	AVIGUARD	Nepal	Bayer Aktiengesellschaft	5	24-Aug-1995	23-Mai-1997	19-Jul-2000	NYF	
207487	AVIGUARD	New Zealand	Bayer Aktiengesellschaft	5	607654	607654	18-Aug-2000	REG	03-Feb-2007
102505	AVIGUARD	Nicaragua	Bayer Aktiengesellschaft	5	03-Feb-2000	32158CC	17-Okt-1996	REG	16-Okt-2006
138599	AVIGUARD	Norway	Bayer Aktiengesellschaft	5	96-00410	180089	20-Feb-1997	REG	19-Feb-2007
138443	AVIGUARD	Panama	Bayer Aktiengesellschaft	5	31-Jan-1996	84983	04-Jun-1998	REG	02-Jan-2007
117800	AVIGUARD	Paru	Bayer Aktiengesellschaft	5	29-Jan-1996	20529	28-Okt-1995	REG	26-Okt-2005
141376	AVIGUARD	Philippines	Bayer Aktiengesellschaft	5	02-Jan-1997	102620	11-Sep-1995	PEN	
112877	AVIGUARD	Poland	Bayer Aktiengesellschaft	5	21-Aug-1995	Z-183313	11-Feb-1998	REG	11-Feb-2008

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TMID	Trademark	Country	Registered Owner	Classes	App No	App date	Reg No/ Reg Date	Status	Next Renewal
124961	AVIGUARD	Portugal	Bayer Aktiengesellschaft	5	30543	19-Aug-1985	280314 04-Nov-1993	REG	04-Nov-2003
120611	AVIGUARD	Saudi Arabia	Bayer Aktiengesellschaft	5	19-Aug-1985	13-Mai-1986	377176	REG	19-Mai-2004
124219	AVIGUARD	Singapore	Bayer Aktiengesellschaft	5	S/2786/96	2786/96	2786/96	REG	21-Mrz-2006
106642	AVIGUARD	Slovakia	Bayer Aktiengesellschaft	5	22-Mrz-1986	POZ 0256-98	22-Mrz-1986	REG	03-Feb-2008
118307	AVIGUARD	Slovenia	Bayer Aktiengesellschaft	5	03-Feb-1988	Z-9870173	26-Apr-2000	REG	06-Feb-2008
106635	AVIGUARD	South Africa	Bayer Aktiengesellschaft	5	06-Feb-1988	09707750	09-Sep-1988	PEN	
116498	AVIGUARD	Spain	Bayer Aktiengesellschaft	5	28-Mai-1987	1682730	1862730	REG	07-Feb-2012
237879	AVIGUARD	Sri Lanka	Bayer Aktiengesellschaft	5	07-Feb-1982	105924	03-Mrz-1995	PEN	
114201	AVIGUARD	Sweden	Bayer Aktiengesellschaft	5	03-Dez-2001	98-02405	315950	REG	08-Aug-2006
116319	AVIGUARD	Syria	Bayer Aktiengesellschaft	5	29-Feb-1986	746-11-64681	09-Aug-1996	REG	31-Mai-2006
136998	AVIGUARD	Taiwan	Bayer Aktiengesellschaft	5	15-Mai-1986	(84) 41520	01-Jun-1996	REG	15-Okt-2006
132337	AVIGUARD	Taiwan	Bayer Aktiengesellschaft	5	16-Aug-1985	(85)11149	16-Okt-1986	REG	15-Apr-2007
135646	AVIGUARD	Thailand	Bayer Aktiengesellschaft	5	11-Mrz-1988	293361	18-Apr-1987	REG	14-Sep-2005
107851	AVIGUARD	Turkey	Bayer Aktiengesellschaft	5	15-Sep-1985	142980	25-Jun-1996	REG	06-Jan-2003
110548	AVIGUARD	United Arab Emirates	Bayer Aktiengesellschaft	5	08-Jan-1993	14776	06-Jan-1993	REG	31-Mrz-2006
118687	AVIGUARD	United Kingdom	Bayer Aktiengesellschaft	1	01-Mrz-1986	1520475	28-Apr-1998	REG	01-Dez-2009
108453	AVIGUARD	United Kingdom	Bayer Aktiengesellschaft	31	01-Dez-1992	1471160	21-Apr-1995	REG	21-Jul-2008

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TMD	Trademark	Country	Registered Owner	Classes	App No	App date	Reg No/ Reg Date	Status	Next Renewal
118692	AVIGUARD	United Kingdom	Bayer Aktiengesellschaft	5	1473307	13-Aug-1991	B11473307	REG	12-Aug-2008
285632	AVIGUARD	United States of America	Bayer Aktiengesellschaft	5	78/218050	78/218050	08-Okt-1992	PEN	
130892	AVIGUARD	Uruguay	Bayer Aktiengesellschaft	5	24-Feb-2003	280940	290840	REG	10-Sep-2007
100247	AVIGUARD	Venezuela	Microbial Developments Ltd.	5	29-Okt-1998	13769	10-Sep-1997	PEN	
131604	AVIGUARD	Vietnam	Bayer Aktiengesellschaft	5	07-Sep-1995	29303	24642	REG	21-Jun-2006
120372	AVIGUARD	Zimbabwe	Bayer Aktiengesellschaft	5	22-Jun-1996	265/97	22-Jul-1997	REG	13-Feb-2007
113574	AVIGUARD (BAO JI AN)	Malaysia	Bayer Aktiengesellschaft	5	14-Feb-1997	MAA11552/98	11-Mai-1998	PEN	
115687	AVIGUARD (BAO JI AN)	Singapore	Bayer Aktiengesellschaft	5	07-Okt-1998	S/4730/98	T98/04730G	REG	19-Mai-2008
126182	AVIGUARD (Chin-Yu-Li)	China	Bayer Aktiengesellschaft	5	19-Mai-1998	960036360	19-Mai-1998	REG	27-Aug-2007
130784	AVIGUARD (Chin-Yu-Li)	Hong Kong	Bayer Aktiengesellschaft	5	12-Mrz-1996	96 02620	28-Aug-1997	REG	04-Mrz-2017
109312	AVIGUARD (Chin-Yu-Li)	Malaysia	Bayer Aktiengesellschaft	5	04-Mrz-1996	MAA/3104/96	B11281/1998	REG	27-Mrz-2003
138049	AVIGUARD in Thai	Thailand	Bayer Aktiengesellschaft	5	27-Mrz-1998	374879	11-Apr-2000	REG	19-Nov-2008
					20-Nov-1998		Kor122791		
							01-Nov-2000		

I hereby certify that the foregoing document is a true copy of the original.


Leverkusen, this July 14, 2005


(Dr. Janke)
Notary

Upon my inspection of the Commercial Register -Amtsgericht Köln HR B 48248- on July 21, 2005 I attest that Mr. Pastor in his capacity as "Prokurist" is authorized to represent Bayer Aktiengesellschaft which has its registered place of business in Leverkusen.

Leverkusen, this July 21, 2005




(Dr. Janke)
Notary