

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 CropScience LP		03/24/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Chemtura Corporation
Street Address:	Benson Road
City:	Middlebury
State/Country:	CONNECTICUT
Postal Code:	06749
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1297311	ENHANCE
Registration Number:	1677314	PREVAIL
Registration Number:	982426	TRIPLE-NOCTIN
Registration Number:	1120803	NITRO-FIX
Registration Number:	1132500	LIQUID MOLY
Registration Number:	1258197	HI MOLY/CAPTAN
Registration Number:	1516981	KERNEL GUARD
Registration Number:	1480304	KERNEL GUARD
Registration Number:	1640896	BEAN GUARD
Registration Number:	1712864	GRAIN GUARD
Registration Number:	1736007	GERMATE

CORRESPONDENCE DATA

Fax Number: (860)275-8299

900048715

TRADEMARK
REEL: 003306 FRAME: 0617

OP \$290.00 1297311

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (860) 275-8200
Email: jscheib@rc.com
Correspondent Name: Jacqueline P. Scheib
Address Line 1: 280 Trumbull Street
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
Signature:	/Jacqueline P. Scheib/
Date:	05/11/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made and dated as of March 24, 2006 (the "*Effective Date*") by and between Bayer CropScience LP, a Delaware limited partnership ("*Assignor*") and Chemtura Corporation, a Delaware corporation ("*Assignee*"). Assignor and Assignee may each be referred to herein individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, Assignor is the owner of the trademarks and the registrations and applications relating thereto identified and set forth on Schedule A attached hereto (the "*Trademarks*");

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement dated as of March 24, 2006 (the "*Purchase Agreement*") pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Trace Assets, including the Trademarks; and

WHEREAS, in accordance with the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to transfer and assign all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Assignor hereby sells, assigns and transfers to Assignee all right, title and interest it may have in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof.

This Assignment and any amendment hereto may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The exchange of copies of this Assignment or amendments thereto and of executed signature pages by facsimile transmission or by email transmission in portable digital format shall constitute effective execution and delivery of such instrument(s) as to the Parties and may be used in lieu of the original Assignment or amendment for all purposes. Signatures of the Parties transmitted by facsimile or by email in portable digital format shall be deemed to be their original signatures for all purposes. This Assignment may not be amended or modified without the prior written consent of both Parties.

This Assignment is subject to the terms and conditions of the Purchase Agreement and the Disclosure Schedules, which are incorporated herein by reference. The Parties acknowledge and agree that the representations, warranties, covenants, and agreements

contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.

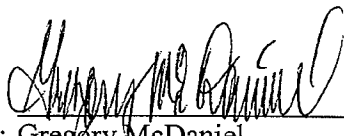
All terms not otherwise defined herein shall be as defined in the Purchase Agreement.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first written above.

BAYER CROPSCIENCE LP

By: _____
Name: William Buckner
Title: Head of Crop Protection USA

CHEMTURA CORPORATION

By:  _____
Name: Gregory McDaniel
Title: Authorized Signatory

contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.

All terms not otherwise defined herein shall be as defined in the Purchase Agreement.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first written above.

BAYER CROPSCIENCE LP

By: 

Name: William Buckner

Title: Head of Crop Protection USA

CHEMTURA CORPORATION

By: _____

Name: Gregory McDaniel

Title: Authorized Signatory

Schedule A

The Trademarks

Registered:

Enhance® (US Trademark Registration # 1297311)
Prevail® (US Trademark Registration # 1677314)
Triple-Noctin® (US Trademark Registration # 982426)
Nitro-Fix® (US Trademark Registration # 1120803)
Liquid Moly® (US Trademark Registration # 1132500)
Hi Moly/Captan® (US Trademark Registration # 1258197)
Kernel Guard® (US Trademark Registration # 1516981 and 1480304)
Bean Guard® (US Trademark Registration # 1640896)
Grain Guard® (U.S. Trademark Registration # 1712864)
Germate (U.S. Trademark Registration # 1736007)

Unregistered:

Protector-D
Protector-L
Sorghum Guard
Trace Chemicals
Stiletto

