

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bayer Corporation		06/25/2008	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LANXESS Corporation		
<b>Street Address:</b>	111 RIDC Park West Drive		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15275		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2127801	SOLFORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)809-1054		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-809-2234		
<b>Email:</b>	ipmail@lanxess.com		
<b>Correspondent Name:</b>	Nicanor A. Kohncke		
<b>Address Line 1:</b>	111 RIDC Park West Drive		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15275-1112		
<b>ATTORNEY DOCKET NUMBER:</b>	SOLFORT		
<b>NAME OF SUBMITTER:</b>	Anne B. Edgar		
<b>Signature:</b>	/anne b. edgar/		
<b>Date:</b>	06/26/2008		

**CH \$40.00 2127801**

**Total Attachments: 3**

source=confirmatoryassignment#page1.tif

source=confirmatoryassignment#page2.tif

source=confirmatoryassignment#page3.tif

## CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 25<sup>th</sup> day of June 2008, by and between Bayer Corporation, an Indiana corporation 100 Bayer Road, Pittsburgh, Pennsylvania, 15205 U.S.A. ("Assignor") and LANXESS Corporation, a Delaware corporation of 111 RIDC Park West Drive, Pittsburgh, PA 15275 U.S.A. ("Assignee").

WHEREAS, the Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark listed on the attached Schedule (the "Trademark");

WHEREAS, Assignor and Assignee entered into a Sale and Purchase Agreement effective July 1, 2004 (hereinafter referred to as "the Agreement");

WHEREAS, the Assignor intended to assign the Trademark to the Assignee;

WHEREAS, a subsidiary of Assignor, Bayer Chemicals Corporation, which was believed at the time to be the owner of the Trademark, executed a trademark assignment in favor of the Assignee that included the Trademark, but Assignor did not execute such a trademark assignment;

WHEREAS, the parties desire to document the assignment of the Trademark, effective July 1, 2004 and the Assignor confirms its desire to assign, and the Assignee confirms its desire to obtain all right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademark, together with the goodwill of the business which is symbolized by the Trademark and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;

2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liability, debts and obligations associated with the Trademark;

3. Assignee shall be responsible for and Assignor shall cooperate, at Assignee's expense, in the execution and delivery of any and all other instruments and papers and taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademark;

4. This Assignment shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles;

6. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understanding of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

BAYER CORPORATION



Name: Keith R. Abrams  
Title: Vice President, Associate General Counsel  
and Assistant Secretary

LANXESS Corporation



Name: Marcy L. Tenaglia  
Title: Vice President, General Counsel &  
Secretary



SCHEDULE

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SOLFORT	US	2,127,801	01/06/1998