

03-13-2002



102013412

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CYTEC

2. Name and address of receiving party(ies)

Name: Bayer Corporation

Internal Address: Patent Department

Street Address: 100 Bayer Road

City: Pittsburgh State: PA Zip: 15205-9741

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name

Other Corrected Assignment recorded 2/5/01 Reel/Frame: 011524/0292

Execution Date: October 30, 2000

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No.(s)

09/389,701

09/573,373

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Richard E.L. Henderson

Internal Address: Bayer Corporation

Patent Department

Street Address: 100 Bayer Road

03/13/2002 GT0N11 00000187 133848 093889701

01 FC:581 160.00 CH

City: Pittsburgh State: PA Zip: 15205-9741

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

13-3848

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Donna J. Veatch

Name of Person Signing

Signature

3/12/02 Date

Total number of pages including cover sheet, attachments, and documents 10

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

OMB No. 0651-0027 (exp. 5/31/2002)

1. Name of conveying party(ies):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Yes  No

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Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name and address of receiving party(ies)

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Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Additional name(s) & address(es) attached?

Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

09/321,078 \_\_\_\_\_

09/571,142 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Patent No.(s)

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Additional numbers attached?

Yes  No

**ASSIGNMENT OF PATENTS AND  
PATENT APPLICATIONS TO PURCHASER**

WHEREAS Cytec Technology Corp., a Delaware corporation and a wholly owned subsidiary of Cytec Industries Inc., hereinafter referred to as ASSIGNOR, owns certain Letters Patents and Patent Applications identified on Exhibit E-4-1 hereto (the "Letters Patents and Patent Applications") and inventions therein;

WHEREAS Bayer Corporation, an Indiana corporation, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest of ASSIGNOR in and to the Letters Patents and Patent Applications and the inventions therein;

WHEREAS ASSIGNOR and ASSIGNEE previously entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of September 1, 2000, among ASSIGNOR and ASSIGNEE, pursuant to which ASSIGNEE has agreed to purchase from ASSIGNOR certain assets and assume certain obligations of the Business, all as defined, more fully described in and subject to the terms and conditions set forth in the Asset Purchase Agreement;

WHEREAS ASSIGNEE has been granted the right to acquire such right, title and interest in and to the Letters Patents and Patent Applications and the inventions therein pursuant to the terms of the Asset Purchase Agreement; and

WHEREAS ASSIGNOR desires to assign, subject to Section 6 below, its entire right, title and interest in and to the Letters Patents and Patent Applications and the inventions therein to ASSIGNEE pursuant to the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of good and valuable consideration received by ASSIGNOR from ASSIGNEE, the receipt of which is hereby acknowledged by ASSIGNOR:

1. Unless specified otherwise, capitalized terms herein shall have the defined meanings set forth in the Asset Purchase Agreement and, for convenience, such capitalized terms are set forth as follows:

- "Cytec Entities"
- "Patents"
- "Currently Sold"
- "Application Know-How"
- "Paper Making Applications"
- "Business"
- "Medical Businesses"
- "Agricultural Businesses"
- "Closing Date"

2. ASSIGNOR hereby assigns, transfers and conveys forever to ASSIGNEE, subject to Section 6 below, its entire right, title and interest in and to the Letters Patents and

Patent Applications including any reissues, divisions, continuations and extensions thereof and the inventions therein;

3. ASSIGNOR covenants and agrees that at the request of ASSIGNEE it will promptly execute any other papers necessary to perfect or secure ownership of said inventions and said Letters Patents and Patent Applications in ASSIGNEE. ASSIGNOR agrees to cooperate with ASSIGNEE in executing proper assignment documents for recordation in any patent offices in respect of the Letters Patents and Patent Applications, said recordation to be done by and at the expense of ASSIGNEE.
4. ASSIGNEE covenants and agrees that as of the effective date of this Assignment, ASSIGNEE shall assume sole responsibility and discretion for all maintenance costs and all other costs and expenses associated with the Letters Patents and Patent Applications assigned herein. Notwithstanding the foregoing, ASSIGNOR agrees that during a transition period of two (2) months after the effective date of this Assignment it will undertake any action and pay for any costs necessary for the prosecution, maintenance, or defense of the Letters Patents and Patent Applications assigned to ASSIGNEE in this Assignment. ASSIGNEE agrees to reimburse ASSIGNOR for any costs arising from any such actions without undue delay after issuance of a respective invoice by ASSIGNOR. If any unexpected extraordinary cost is to be paid by ASSIGNOR on behalf of ASSIGNEE ASSIGNOR shall notify the Patent and Licensing Department of ASSIGNEE prior to incurring such cost.
5. The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, its successors, assigns and other legal representatives.
6. This Assignment is made subject to i) a retained non-exclusive perpetual assignable right and license in the Cytec Entities (and their customers) to manufacture, have manufactured, use and/or sell, with the right to sublicense, under the Letters Patents and Patent Applications including any reissues, divisions, continuations and extensions thereof and the inventions therein (except for European Patent No. 764661) on a royalty-free worldwide basis in all fields outside Paper Making Applications for the life of the last to expire Letters Patent or Patent Application assigned hereunder, ii) the retained rights of American Cyanamid Company, if any, in the Medical Businesses and Agricultural Businesses and such other rights as described in and the Assignment of U.S. Patents to Cytec Technology Corp. Agreement between American Cyanamid Company and Cytec Technology Corp., dated December 17, 1993, the Assignment of U.S. Patent Applications to Cytec Technology Corp. Agreement between American Cyanamid Company and Cytec Technology Corp., dated December 17, 1993, the Assignment of Foreign Patents and Patent Applications to Cytec Technology Corp. Agreement between American Cyanamid Company and Cytec Technology Corp., dated December 17, 1993 and two Supplemental Assignments of Patent and Patent Applications to Cytec Technology Corp. executed by American Cyanamid Company on December 6, 1994 and January 21, 1997, respectively, and iii) with respect to European Patent No. 764661, if ASSIGNEE chooses to license this specific patent, then it must offer a license to Allied Colloids Groups PLC, Allied Colloids Limited, Allied Colloids Inc. (collectively "Allied Colloids") and its successors under similar terms. ASSIGNOR shall retain no rights or license under European Patent No. 764661.

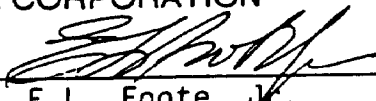
7. Except as provided in the Asset Purchase Agreement, ASSIGNOR disclaims any warranty with respect to validity, enforceability and/or maintenance fee payment with respect to any of the Letters Patents or Patent Applications.
8. This Assignment is to be effective as of the Closing Date as defined in the Asset Purchase Agreement.
9. In the event that it is found that Exhibit E-4-1 hereto contains inadvertent errors of inclusion, ASSIGNOR and ASSIGNEE agree that Exhibit E-4-1 may be amended by mutual agreement in good faith by the deletion of such Letters Patents or Patent Applications. In the event that it is found that Exhibit E-4-1 hereto contains inadvertent errors of omission, Exhibit E-4-1 shall be amended by the addition of the Letters Patents or Patent Applications.
10. This Assignment shall be governed by and construed in accordance with the laws of the state of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

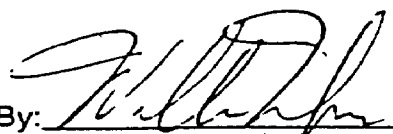
IN WITNESS HEREOF, ASSIGNOR has hereunto affixed its corporate name and seal by its officer thereunto duly authorized as of the date below written.

CYTEC TECHNOLOGY CORP.

Acknowledged, Accepted, and Agreed to:

BAYER CORPORATION

By:   
Name: E.L. Foote, Jr.  
Title: EVP Bayer Corp. & President ICD  
Date: October 30, 2000

By:   
Name: W. W. Arrington  
Title: Atty-in fact  
Date: 11/1/2000

[Agreement to Assign Patents]

EXHIBIT E-4-1

LIST OF U.S. PATENTS AND PATENT APPLICATIONS ASSIGNED

<u>Case No.</u>	<u>Issued Patents</u>	<u>Countries Where There are Other Pending Applications</u>	<u>Title</u>	<u>Filing Date</u>
29,615-00	US 4,605,702	None	Temporary Wet Strength Resin	27 June 1984
30,799-00	US 4,954,538	None	Micro-Emulsified Glyoxalated Acrylamide Polymers	19 Dec 1988
30,799-01	US 5,041,503	None	Micro-Emulsified Glyoxalated Acrylamide Polymers	11 June 1990
30,799-02	US 5,320,711	None	Emulsified Mannich Acrylamide Polymers	6 June 1991
30,988-03	None	EP0764661	Emulsified Functionalized Polymer	16 November 1989
31,561-00	US 5,483,078	None	Ink Penetrometer Having Fiber Optic Cables and Stationary Ink Paddle	14 April 1994
31,580-00	US 5,122,568 EP 0516885 Austria Belgium Denmark France Great Britain West Germany Italy Netherlands Sweden Switzerland KR 195999 SAFR 92/0829 ES 2087224 NI 64364	Canada Finland Japan	Styrene/Acrylic-Type Polymers for Use as Surface Sizing Agents	6 Feb 1991
31,580-01	US 5,138,004	None	Styrene/Acrylic Type Polymers for Use as Surface Sizing Agents	3 June 1991
31,580-02	US 5,139,614	None	Styrene/Acrylic Type	3 June 1991

<u>Case No.</u>	<u>Issued Patents</u>	<u>Countries Where There are Other Pending Applications</u>	<u>Title</u>	<u>Filing Date</u>
31,646-00	US 5,759,249 SAFR 98/0878	Argentina Australia Austria Brazil Canada Chile China Colombia Europe (EPC) Finland France Great Britain Germany India Indonesia Japan South Korea Netherlands PCT Portugal Spain Sweden Taiwan Venezuela	Polymers for Use as Surface Sizing Agents  Sizing Emulsions	4 Feb 1997 3 Feb 1998
95,014-00	US 6,034,181 ASTL 701985 SAFR 96/7202 NI 105600	Argentina Austria Belgium Brazil Canada Chile China Colombia Denmark Europe (EPC) Finland France Great Britain West Germany Greece India Ireland Italy Japan South Korea Luxembourg Mexico Monaco Netherlands PCT Portugal Spain	Method and Agents for Improving Paper Printability and Strength	6 Aug 1996
95,014-00 (cont.)				



<u>Case No.</u>	<u>Issued Patents</u>	<u>Countries Where There are Other Pending Applications</u>	<u>Title</u>	<u>Filing Date</u>
		Sweden Switzerland Venezuela		
95,014-01		United States (Divisional)	Method and Agents for Improving Paper Printability and Strength	29 Apr 1999
95,014-02		United States (Divisional)	Paper or Board Treating Composition of Carboxylate Surface Size and Polyacrylamide	30 Dec 1999
95,031-00	US 5,824,190		Method and Agents for Improving Paper Printability and Strength	6 Aug 1996
95,051-00	US 5,723,022 ASTR 711664 SAFR 97/6143	Argentina Austria Belgium Brazil Canada Chile China Colombia Denmark Europe (EPC) Finland France Great Britain Germany Greece India Indonesia Ireland Italy Japan South Korea Mexico Monaco Netherlands PCT Portugal Russia Spain Sweden Switzerland Taiwan Venezuela	Temporary Wet Strength Resins	11 July 1996
95,051-00 (cont.)				
96,040-00		United States Austria	Papermaking Methods and	14 Feb 1997

<u>Case No.</u>	<u>Issued Patents</u>	<u>Countries Where There are Other Pending Applications</u>	<u>Title</u>	<u>Filing Date</u>
		Europe (EPC) Finland France Great Britain Germany Netherlands PCT Portugal Spain Sweden	Compositions	
97,035-00	US 6,114,417	Argentina Chile Colombia Europe (EPC) PCT Taiwan Venezuela	Improved Paper Sizing Agents and Methods	16 Oct 1998
98,030-00		United States (2) Europe (EPC) PCT	Methods for Reducing Amine Odor in Paper	27 May 1999
99,037-00		United States	Paper Sizing Compositions and Methods	18 May 2000
99,043-00		United States	Use of Hydroxypropylated Starches for Improved Emulsification of Sizing Agents	3 Sept 1999