PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/01/2004

CONVEYING PARTY DATA

Name	Execution Date
Bayer MaterialScience LLC (formerly known as Bayer Polymers LLC)	05/09/2007

RECEIVING PARTY DATA

Name:	LANXESS Corporation
Street Address:	111 RIDC Park West Drive
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15275-1112

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10780096

CORRESPONDENCE DATA

Fax Number: (412)809-1054

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

Phone: 412-809-2234

Email: ipmail@lanxess.com

Correspondent Name: Nicanor A. Kohncke

Address Line 1: 111 RIDC Park West Drive

Address Line 4: Pittsburgh, PENNSYLVANIA 15275-1112

ATTORNEY DOCKET NUMBER:	PO8124
NAME OF SUBMITTER:	Anne B. Edgar

Total Attachments: 13

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CONFIRMATORY ASSIGNMENT OF PATENTS

THIS CONFIRMATORY ASSIGNMENT OF PATENTS (the "Confirmatory Assignment) is made and entered into this Tday of Tday, 2007, by and between Bayer Material Science LLC (formerly known as Bayer Polymers LLC), a Delaware limited liability company ("Assignor") and LANXESS Corporation, a Delaware corporation, of 111 RIDC Park West Drive, Pittsburgh, PA 15275-1112, U.S.A. ("Assignee"),

WHEREAS, the Assignor, possesses the entire right, title, and interest in and to the matter on Exhibit A; and

WHEREAS, the Assignee, LANXESS Corporation, is desirous of securing the entire right, title, and interest in and to the inventions, and in and to the United States Letters Patent on these inventions;

WHEREAS, the Assignor and Assignee entered into a "Purchase Agreement" dated July 1, 2004;

WHEREAS, the Assignor and Assignee executed a Master Assignment of Patents as of July 1, 2004, assigning certain assets identified on Schedules A, B and C, and attached hereto as Exhibit B;

WHEREAS, the Assignor intended to assign the assets on Exhibit A to the Assignee, however, the asset was inadvertently and accidentally omitted from the Schedules to the Master Assignment of Patents; and

WHEREAS, the parties desire to document the assignment, 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 inventors, and in and to the United states Letters Patent on these inventions identified on Exhibit A.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt of which from Assignee as of July 1, 2004, is hereby acknowledged, I, as an authorized officer of Bayer Material Science LLC (formerly known as Bayer Polymers LLC), confirms that it sold, assigned, transferred, and set over to, and does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, the entire right, title, and interest in and to these inventions and all Letters Patent of the United States which have been granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such inventions, and all applications for Letters Patent which may hereafter be filed for these inventions in any foreign country and all extensions, renewals, and reissues thereof, and I hereby authorize and request the Commissioners for Patents of the United States and any official of any foreign country

whose duty it is to issue patents on applications as described above, to issue all Letters Patent for these inventions to assignee, its successors and assigns, in accordance with the terms of this Agreement.

AND, I HEREBY covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed, and will not execute any agreement in conflict with this Assignment;

IN TESTIMONY WHEREOF, I have hereunto set my hand.

		Name: Joseph C. Gil Title: Vice President, Assistant Secretary Company: Bayer Material Science LLC (formerly known as Bayer Polymers LLC)
Commonwealth of Pennsylvania County of Allegheny)))	SS:
Joseph C. Gil , who is k Assistant Secretary	known to _ of Baye e foregoir	wealth of Pennsylvania, personally appeared me and known to me to be theVice_President, er Material Science LLC (formerly known as Bayer ng Confirmatory Assignment for Patents on behalf of

Notary Public

COMMONWEALTH OF PENNSYLVANIA

all

Notarial Seal Barbara S. Hall, Notary Public Robinson Twp., Allegheny County My Commission Expires Sept. 9, 2010

Member, Pennsylvanía Association of Notaries

Exhibit A

Although this schedule lists only U.S. patents, the assets being conveyed to Assignee include all patents and patent applications filed outside the United States that are based on the U.S. patents listed in this schedule.

Our Ref.	Application Number	Filing Date	Title
PO8124/MD03-75	10/780,096	02/17/2004	Structural Carrier Assembly for a
			Motor Vehicle

MASTER ASSIGNMENT OF PATENTS

THIS MASTER ASSIGNMENT OF PATENTS is entered into as of July 1, 2004 (this "Assignment") by and between Bayer MaterialScience LLC (f/k/a Bayer Polymers LLC), a Delaware limited liability company ("Seller"), and LANXESS Corporation, a Delaware corporation ("Buyer").

RECITALS:

- A. Seller, Buyer, Bayer Corporation, an Indiana corporation, Bayer Chemicals Corporation, a Delaware corporation, and Bayer Corporate and Business Services LLC, a Delaware limited liability company, have entered into that certain Sale and Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, among other things, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Seller to Buyer of all of Seller's right, title and interest in and to the BMS Purchased Assets (as defined in the Purchase Agreement), including the BMS Intellectual Property (as defined in the Purchase Agreement) constituting a part thereof.
- B. Seller owns certain patents listed on Schedule A hereto (collectively, the "Issued Patents"), certain inventions (the "Inventions") which are the subject of pending patent applications listed on Schedule B hereto (the "Pending Patent Applications"), and certain invention disclosures listed on Schedule C hereto (the "Invention Disclosures"), each used in, attributable or related to, or associated with, the BMS Purchased Business Units (as defined in the Purchase Agreement).
- C. Seller desires to transfer, assign, convey and deliver to Buyer, and Buyer desires to acquire from Seller, the Issued Patents, the Inventions, the Pending Patent Applications and the Invention Disclosures.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

- 1. <u>Definition</u>. As used herein, the term "Patents" means:
- (a) the Issued Patents and all continuations, divisions, continuations-in-part, reissues, reexaminations, revisions, renewals and extensions thereof, used in, attributable or related to, or associated with, the BMS Purchased Business Units, and all foreign counterparts to any of the foregoing, including without limitation the Issued Patents listed on Schedule A hereto;
- (b) the Pending Patent Applications and all continuations, divisions, continuations-in-part and renewals thereof, used in, attributable or related to, or associated with, the BMS Purchased Business Units, all foreign counterparts to any of the foregoing (including the right to claim priority of filing), and all Letters Patent which

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may be granted thereon in the United States or any foreign country and all reissues, reexaminations, revisions, renewals and extensions thereof, used in, attributable or related to, or associated with, the BMS Purchased Business Units, including without limitation the Pending Patent Applications listed on Schedule B hereto; and

- (c) the Inventions, the Invention Disclosures and all improvements thereto, and all applications for Letters Patent filed for any of the Inventions or Invention Disclosures in the United States or any foreign country (including the right to claim priority of filing), and all continuations, divisions, continuations-in-part and renewals thereof, used in, attributable or related to, or associated with, the BMS Purchased Business Units, and all Letters Patent which may be granted on any of the foregoing in the United States or any foreign country and all reissues, reexaminations and extensions thereof, used in, attributable or related to, or associated with, the BMS Purchased Business Units, including without limitation the Invention Disclosures listed on Schedule C hereto.
- 2. <u>Patent Assignment</u>. Seller hereby transfers, assigns, conveys and delivers to Buyer the following:
 - (a) all of Seller's right, title and interest throughout the world in and under the Patents, whether or not any such Patents have been issued prior to, on or after the date of this Assignment; and
 - (b) all claims, demands and rights of action, both statutory and based upon common law, that Seller has or might have by reason of any infringement of any of the Patents prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Buyer's own name.
- 3. <u>Patent Issuance</u>. Seller hereby authorizes the United States Patent and Trademark Office, and any official or agency of any country or countries foreign to the United States whose duty it is to issue patents, to record Buyer as assignee and owner of all Patents (to the extent recordable) and to issue all Letters Patent on the Pending Patent Applications, the Inventions and the Invention Disclosures (to the extent recordable) to Buyer, its successors and assigns, in accordance with the terms of this Assignment.
- 4. <u>Warranty</u>. Seller 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.
- 5. Further Assurance. Each of Seller and Buyer 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 Patents and testifying in any legal proceeding involving enforcement of any of the Patents.
- 6. <u>Amendment</u>. This Assignment may be amended only with the express written consent of both parties.

- 7. 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).
- 8. 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.
- 9. <u>Counterparts</u>. 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.
- 10. 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 purchase, merger, consolidation or otherwise) and any permitted assigns; provided further, that nothing herein shall be deemed to prohibit any future sale, transfer, assignment, conveyance or delivery by Buyer of the Patents.
- Other Definitions; Purchase Agreement. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, assignment, conveyance and delivery effectuated hereby are subject in all respects to the terms and conditions of the Purchase Agreement (including Section 4.02 thereof).

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned have caused this Master Assignment of Patents to be executed as of the date first written above.

	BAYER MATERIALSCIENCE LLC
	By: <u>A Shock</u> Name:
ATTEST	Title:
JAN GAR	
	LANXESS CORPORATION
	By: Marcy & Tenagher
/	Name:
ATTEST: H. W. W.	Title:

COMMONWEALTH OF PENNSYLVANIA) COUNTY OF ALLEGHENY)	SS:
On this 30th day of June John F Shouls, the person who signed this in signed it on behalf of Bayer Material Science LLC with	
	otary Public y commission expires:
	COMMONWEALTH OF PENNSYLVANIA Notarial Seal Margnet H. Setcavage, Notary Public Robinson Twp., Alegheny County My Commission Expires Sept. 10, 2007 Memory Pagerylvania Association Of Notaries

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS: ,
On this ZA Haday of All day of All MARRY LATENTALIA, the person who signed to signed it on behalf of LANXESS Corporation with	his instrument, who acknowledged that he/she
,	Notary Public
	My commission expires:
	COMMONWEALTH OF PENNSYLVANIA Notarial Seal Mangret H. Selcavage, Notary Public Robinson Twp., Allegheny County My Commission Expires Sept. 10, 2007 Member: Pennsylvania Association Of Notaries

SCHEDULE A

	\$ 6/1097	6/ 1/1968	4.21.1588	\$4170088	3736.148.7	W22/26/20	, 000 / 2/1	0/1/1995	11/4/1956	10/26/2012	7/13/2/8115	9/25/2015	12/23/2016	(307/20)	7/41/2018	7/8/2019	A CONTRACTOR OF STREET, STREET, STREET, CO. C. S.	1017/2002	10000000000000000000000000000000000000	13/28/2016	The state of the s	The control of digital for the control of the contr	4115/20114	10/20/2011	10/10/2011
Ž	3/6/1986			ZV 17.19688		3/22/1988	8/9/1986			1/20/1596	3/11/19967	2/10/1998	3/24/1988	& 6/2000	4/:1/2000	\$729/2001	-		-	344/20013		Service and Servic	415/1837	10020014	24/2003
**************************************	6/28/1982	7730/1965	4/13/1964	4/21/1986	9/11/1586	2/26/1987	1/21/1587	11/26/1991	10/26/1992	11/6/18/65	7/13/1965	9/25/1969	12/23/1996	12/17/1967	7/31/1998	7.871998	4/15/1989	7/28/1990	12/28/1999	4/16/2001	10/10/1991	10/6/1693	4.26/1995	224.1997	11/21/2000
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SCHEDULE B

MO4188			SOLID SCLUTIONS AND PROCESS FOR PREPARATION	PROPOSED	NOT FILED	
MUSEUS.	119775001		AGGLOMERATABLE RUBBER LATEX	PENDUSG	1/18/2002	1/18/2023
MC7000	110/103/024	· · · ·	FILEO WEATHERABLE COMPOSITIONS HAVING A GOOD SURFACE APPEARANCE	PFECUL	3/21/2002	321/3023
MO7202	10-120-467		GLASS FIRER FILED THERIKOPLASTIC COMPOSITIONS WITH GOOD SUPERACE APPEARANCE	PENDING	77.172702	77 152022
MC/326	11,200,778	:	THERMOPIASTIC COMPOSITION HAVING LOW GLOSS APPEARANCE	PENDING	& 1/2002	22.527
POTSSB	37,97,500		ZINC DIACRYLATE PREDISPERSED IN HIGH CIS POLYBUTADIENE	PENDING	10/28/2002	30/28/2027
# Chicoa	12088 1.4 July	. :	A PART TO SENT FOR THE PARTY OF	กับเพล	8 n W2003	# A # 2023
POTES	NOR 76, 025		THERMOPLASTIC MOLEING COMPOSITION HAWING HIGH CLARITY	PENDING	10/1/2003	10/1 /2023
MO6937	15. V. S.3, G&M	1	A MOLOED ARTICLE HAVING A RIGIO SUPPORT AND A FLEXIBLE HOLLOW MEMBER (HYBRID SEAT)	PENDING	1117/2002	1/1 7/2022
MOTILIT	10:230,769		WEATHERABLE RESIN COMPOSITIONS HAVING LOW GLOSS APPEARANCES	PENDING	4.29/2002	8/29/3022
#O!+22	\$20% + 4.70%		THE FIMOPLASTIC COMPOSITIONS PROVIDING MATT SURFACE	PENDING	8 /10/2002	8/10/2022
POTECTO	10/737.405		A MOXICED CROSS VEHICLE BEAM WHICH INCLUDES AN ATTACHMENT ELEMENT	PENOING	(2/16/200%)	124772022
PO7761	10.274,450	e com j	THERMOPLASTIC MOLDING COMPOSITIONS HAVING GOOD PROPERTIES	PENDING	2 /26/2003	2.62623
PO7726	075 90 01	and the latter of the latter o	HYBRID TUBES WITH HTERNAL PLUG	PENDING	43/203	4/3/2023
PQ772%	S#4 504/3:	- 30.00	HYBRID TUBES WITHOUT AS INTERNAL PLUG	PENDING	4/3/2003	43/2023
POTFE	15-405-527		HYBRID TUBES WITH INTERNAL PLUG	PENDING	4/3/2003	422033

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MOSSON	849 865/50	6,628, 528, 548, 562,vu	THERMOPLASTIC MOLDING COMPOSITION HAVING MAPROVED DIMENSIONAL STABLITY AND LOW GLOSS	SSUED	3/30/2040	3,4,2003	0202/08/5
MO6343	694 757/40	09/452,103 6,492,487		SSUED	2 942001		1.702.4.45
MO64:3	69/255,212		SCAID SLICA COUPLING AGENT COMPOSITES IN SILICA RUBBER	ABANDONED	3/10/1989		37.4720.02
¥0723\$	10 (57 396	056 +95 0 565 25 01	OV. PASI	(SSUED	5292002	10007172	5/28/2022
104 July 1	90% per 20%	5,723,528	IMPACT MODIFIED THERMOPLASTIC POLYESTER MOLDING COMPOSITION	tSSUED	716/1995	سسنة	27.620046
MO4645	Gu.6.06, 965	04.046, 965 5,840,803.	A THERMOPLASTIC COMPOSITION CONTAINING A GRAFTED COPOLYNERIC ACRYLATE RUSSER	canes	242641597	11/241998	2/26/2017
MO4666	05/642,755	5,990,239	WEATHERABLE ASA COMPOSITION	ISSUED	4/16/1997	11221949	4/18/2017
MO4748	08/974,541 5,492,555		WEATHERABLE RESINGUS COMPOSITION HAVING MAPROVED OPACITY AND MPACT STRENGTH	ISSUED	11/19/1937	SV 3719588	11(19/2017
MOCZES	Ca8, 187, 62, 187,862		WEATHERABLE RESINOUS COMPOSITION HAVING MAPROVED OPACITY AND IMPACT STRENGTH	SSUED	5/1/1098	2/13/2001	\$ 1/2018
MOS804	DB-M54-241 C.563,123		A PROCESS FOR MAKING A THERMOPLASTIC MOLDING COMPOSITION	(SSUED	9412/2000	1/27/2804	9/12/2020
MO6656	\$12,59×85	8,385,828	LOW GLOSS ASA RESIN	O308SI	9,26/2001	5728/2002	97.26.302.1
PO7621	10.521,321		A MOLDED CROSS VEHICLE BEAM WHICH INCLUDES AN ATTACHMENT ELEMENT AO JEDUS PLY VI PETVAMEL IDEA INCORDONALE AND THE PARTICLES OF THE PARTICLES	ISSUED	12/17/2002	L	(277,12022
MO2945	07:052093 4.626,694		MARYOVED HUMIDITY RESISTANCE	SSUED	5/19/1987		/002/61/5
**************************************	09/637,027		SHAFT SUPPORT STRUCTURE	ALLOWED	1/18/2001		471858121
#O635	04:637,591	02/02/08/ 0,398,259	BREAK AWAY BRACKET	SSUED	4/18/2001	644/2002	4/18/2021
MO6936	10,053,112 6,644,722	6,644,752	A MOLDED ARTICLE HAVING A RIGID SUPPORT AND A RIGID HOLL ON NEMBER	(9s/LED	1/17/2002	1/17/2002 111/11/2003	1/17/2022

SCHEDULE C

RECORDED: 05/29/2007

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AD02-62	7/1 7/2002	Plastic meters promittees a continue on meters of the continue on meters of the continue on meters of the continue on the cont	P. Destablish Marie
\$10.00 e.s	7/17/2002	Prasticinetal (sung process, containing motions)	N. Brozench
MX42-68	2008/2002	Plastic/metal hybrid - extrusion coaling bonding	N Brazenick
\$4042-10c	11/6/2002	Steeming column cessar for thin mates profile cross-cas bearins	N. Brozensck
MO02-177	10/28/2002	Blow-maided ngas seas with hybrid staudure	C. Korson
MD43-03	12/23/2002	Reactive fitter despensions	P. Vizzeswarapu
MD03-25	7/10/2003	medical for creating buttons for thermodorming Industrial	A. Johnneson
€00W	7/23/2003	Chair stair bead with plastic metal hybrid structure	K. Hersey
MUNGST	871872003	Brow-moleting burner beam wan place-metal hybrid structure	P. Vizzaswarapu
MCC-4	8/21/2003	Maki-ing/redami ealectic-cure belend in polyment binger	P. Vizzesmarapu
MC03-43	601372NU3	intercease beinging safferess and load beaming canacity - mornis	S. Morthey
AIC:03-44	94342003	Posi-modera, assembly technique - hybrid	B. Burntum
MO03-57	10/17/2003	Designation designation and the second secon	B. Burnham
MDu4-33	4712/2004	Encapadation of 0-ppd tompart long lettra antideorate behavior	R. Culminghen
MD/64 46	5/24/2004	Creating a structural suitable using insent mentains	L. Bryan