

10-25-2000



ET

Attorney Docket No.: 1426-318

101492343

To the United States Patent and Trademark

to receive the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lyondell Chemical Company

MRD
10-25-00

2. Name and address of receiving party(ies):

Bayer Aktiengesellschaft
D-51368
Leverkusen-Bayerwerk, Germany

3. Nature of conveyance:

22

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: March 31, 2000

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: German joint stock company.

If Assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment.)

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

A. Trademark Application No.(s):

75/181,244

TM

B. Trademark Registration No.(s):

1,551,540	2,004,970
1,825,692	2,220,683
1,987,420	2,261,299

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

STANLEY C. MACEL, III, ESQ.
CONNOLLY BOVE LODGE & HUTZ LLP
P. O. Box 2207
1220 Market Street
Wilmington, DE 19899
Telephone: (302) 658-9141
Facsimile: (302) 658-5614

6. Total number of applications and registrations involved: [13]

7. Total fee (37 CFR 3.41) Cal. $\frac{1}{x}$ \$40.00 = \$ **40.00**
 $\frac{6}{x}$ \$25.00 = \$ **150.00**

- Fee enclosed.
- Authorized to be charged to Deposit Account.

8. Deposit Account number: 03-2775
(for any additional fees required)

DO NOT USE THIS SPACE

10/25/2000 JJKLLME 00000013 75181244

9. Statement and signature

01 FC:401
02 FC:402

40.00 BP
150.00 BP

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.

Stanely C. Macel, III
Name of Person Signing

October 29, 2000
Date

Total number of pages including cover sheet, attachments and document: 13

ASSIGNMENT

WHEREAS, LYONDELL CHEMICAL COMPANY, a corporation organized and existing under the laws of the State of Delaware, United States of America, with an office at 1221 McKinney Street, City of Houston, State of Texas 77010, United States of America or its related or affiliated companies (hereinafter collectively called the ASSIGNOR) is the owner of the following trademarks:

ACCLAIM	ELASTRA	NAPIOL
ACCUFLEX	FLEXURE	NAPTER
ATLANTIS	HYPERLITE	SOFTCEL
CELESTIA	IMPACT	STYLEX
DEKAFLEX	IMPACT CATALYST	UGIPOL
EKAMERE	IMPACT INSIDE	ULTRACEL

in various countries of the world, in respect of chemicals and other related products (hereinafter the "said Trademarks"). The particulars of all the registrations and applications throughout the world for the said Trademarks in the name of ASSIGNOR of which ASSIGNOR has knowledge, are set forth on the attached Schedule.

AND WHEREAS, BAYERAKTIENGESELLSCHAFT, a joint stock company organized and existing under the laws of Germany, with an office at D-51368 Leverkusen-Bayerwerk, Germany, or its related or affiliated companies (hereinafter collectively called the ASSIGNEE) is desirous of acquiring the entire right, title and interest in and to the said Trademarks and all registrations and applications for the said Trademarks throughout the world.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR by these presents does sell, assign and transfer unto the said ASSIGNEE, its successors and assigns, its entire right, title and interest in and to the said Trademarks and trademark applications and trademark registrations therefore throughout the world, together with that part of the goodwill of the ASSIGNOR's business connected with the use of and symbolized by the said Trademarks. This assignment includes the registrations and applications for the said Trademarks set forth on the attached Schedule, as well as all right, title and interest the ASSIGNOR may have to the said Trademarks in all countries of the world, whether by use, registration, application or otherwise.

To the best of ASSIGNOR's knowledge, it does not own any other registration or application for the said Trademarks or any portion thereof, in any jurisdiction in addition to those listed in the attached Schedule, and should same exist, by this assignment ASSIGNOR does hereby transfer all of its rights, title and interest thereto to ASSIGNEE.

ASSIGNOR recognizes ASSIGNEE's ownership and title to the said Trademarks throughout the world and ASSIGNOR shall not, directly or indirectly, claim adversely to ASSIGNEE any right,

title or interest in and to the said Trademarks in any country of the world nor shall ASSIGNOR attack the validity of this assignment. ASSIGNOR also agrees not to attempt to register or to aid any third party in attempting to register any trademark or service mark which may be, in the opinion of ASSIGNEE, confusingly similar to the said Trademarks.

ASSIGNOR and ASSIGNEE agree that:

1. ASSIGNOR shall prepare at ASSIGNOR's expense all documents necessary to record the assignment in respect of the said Trademarks to ASSIGNEE which documents shall be prepared and delivered to ASSIGNEE within two months from the date of execution of this Assignment by the ASSIGNOR and ASSIGNEE; and
2. ASSIGNEE shall be responsible for the recordal of the assignments of the said Trademarks and ASSIGNEE shall bear all costs of recordal of assignments; and
3. ASSIGNOR agrees to execute whatever additional documents may be required by ASSIGNEE, to record the transfer of the said Trademarks assigned hereunder in any country of the world.

IN WITNESS WHEREOF, the said ASSIGNOR and ASSIGNEE have hereunto executed this Assignment this 31st day of March, 2000.

LYONDELL CHEMICAL COMPANY *JMK*

By *[Signature]*

Title: *Vice President*

BAYER AKTIENGESELLSCHAFT

By *[Signature]*

Title: *Senior Counsel*

TRADEMARK**NUMBER**

ACCLAIM	2220683	INT CLASS 1
ACCUFLEX	2202099 2243325	INT CLASS 1 INT CLASS 42
ACTACLEAR	75/481048	INT CLASS 1
ATLANTIS	2261299	INT CLASS 1, 17, 27, 41, 42
CELESTIA		
DEKAFLEX		
EKAMERE		
ELASTRA	75/450802	INT CLASS 1, 17, 22
FLEXURE	75/481075	INT CLASS 1, 12
HYPERLITE	1551540	INT CLASS 1
IMPACT	75/470360	INT CLASS 1
IMPACT CATALYST	75/470359	INT CLASS 1
IMPACT INSIDE	75/470009	INT CLASS 1
NAPIOL		
NAPTER		
SOFTCEL	1987420	INT CLASS 17
SOFTCEL (STYLIZED) & DESIGN	2004970	INT CLASS 17
STYLEX	75/181244	INT CLASS 1, 17, 20
UGIPOL	719813	INT CLASS 1
ULTRACEL (STYLIZED)	1825692	INT CLASS 1

NOTARIAL CERTIFICATE - Corporation

UNITED STATES OF AMERICA)
STATE OF *New York*) SS:
COUNTY OF *New York*)

On this *31st* day of *MARCH* 2000, before me personally
appeared *Allen C. Holmes*, to me known, who, being by me
duly sworn, did depose and say that he/she is the *Vice President* of the
corporation described in and which executed the foregoing document and that he/she signed
his/her name thereto.

MARISOL DAVILA
Notary Public, State of New York
No. 31-477988
Qualified in Bronx County
Commission Expires Sept. 30, 20 *01*

(Notarial Seal)

Marisol Davila

Notary Public

NOTARIAL CERTIFICATE - Joint Stock Company

On this *31st* day of *MARCH* 2000, before me personally appeared *Dr. GERHART MARCHAND* . to me known, who, being by me duly sworn, did depose and say that he/she is the *Senior Counsel* of the joint stock company described in and which executed the foregoing document and that he/she signed his/her name thereto.

MARISOL DAVILA
Notary Public, State of New York
No. 31-4778988
Qualified in Bronx County
Commission Expires Sept. 30, 2001
(Notarial Seal)

Marisol Davila

Notary Public