

05-31-2001

Application Serial No. 09/724,190

FORM PTO-1595 (modified)

(Rev 6-93)

RECC



HEET

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Patent and Trademark Office

5/25/01

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PATENTS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Kim L. Resheski-Wedepohl  
 Rae Ellen Syverson  
 David C. Potts  
 Matthew D. Young  
 Ali Yahiaoui

Additional conveying party(ies) NO

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

Kimberly-Clark Worldwide, Inc.  
 401 North Lake Street  
 Neenah, Wisconsin 54956

Additional name(s) & address(es) attached? NO

3. Nature of conveyance:

ASSIGNMENT

Execution Dates:  
 03/20/2001, 03/20/2001, 05/03/2001,  
 04/02/2001, 05/03/2001

Additional name(s) & address(es) attached? NO

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

If this is being filed together with a new application, the execution date of the application is: N/A

A. Patent Application Number(s):  
 09/724,190

B. Patent Number(s):  
 N/A

Additional numbers attached? NO

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

Charles G. Carter  
 FOLEY & LARDNER  
 Firststar Center  
 777 East Wisconsin Avenue  
 Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

Charles G. Carter  
 Registration No. 35,093  
 Name of person signing

Signature

MAY 22, 2001  
 Date

Total number of pages including cover sheet, attachments, and document: 7

**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, **Kim L. Resheski-Wedepohl** of 17925 Lau Road, Reedsville, Wisconsin 54230, **Rae Ellen Syverson** of W2756 Poplar Road, Fond du Lac, Wisconsin 54935, **David C. Potts** of 5268 Wynterhall Court, Dunwoody, Georgia 30338, **Matthew D. Young** of 90 Lake Marion Drive, N. Augusta, South Carolina 29841, and **Ali Yahiaoui** of 5040 Foxberry Lane, Roswell, Georgia 30075, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **ABSORBENT ARTICLES FOR THE INHIBITION OF EXOPROTEIN PRODUCTION FROM GRAM POSITIVE BACTERIA** (Attorney Docket No. 45007/187) for which an application for United States Letters Patent was filed on November 28, 2000 as Application No. 09/724,190; and

*WHEREAS*, **Kimberly-Clark Worldwide, Inc.**, a corporation duly organized and existing under the laws of the State of Delaware, and having a place of business at 401 North Lake Street, Neenah, Wisconsin 54956 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney,

oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 20 day of March, 2001.

Kim L. Resheski-Wedepohl  
Kim L. Resheski-Wedepohl

State of Wisconsin )  
County of Winnebago )ss.

On this 20 day of March, 2001, before me, a notary public in and for said county, appeared Kim L. Resheski-Wedepohl, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Melby Rhodes  
Notary Public

My Commission Expires: Dec. 09, 2001

(Seal)

Executed this 20<sup>th</sup> day of March, 2001.

Rae Ellen Syverson  
Rae Ellen Syverson

State of Wisconsin )  
County of Winnebago )ss.

On this 20 day of March, 2001, before me, a notary public in and for said county, appeared Rae Ellen Syverson, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Molly Rhodes  
Notary Public

My Commission Expires: Dec. 09, 2001

(Seal)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
David C. Potts

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared David C. Potts, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Attorney Docket No. 45007/187

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Rae Ellen Syverson

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared Rae Ellen Syverson, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this 3 day of May, 2001.

\_\_\_\_\_  
David C. Potts

State of Georgia )  
County of Cobb )ss.

On this 3rd day of May, 2001, before me, a notary public in and for said county, appeared David C. Potts, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Notary Public, Cobb County, Georgia  
My Commission Expires June 3, 2003

Attorney Docket No. 45007/187

Executed this 2 day of April, 2001.

State of South Carolina )  
County of Aiken )ss.

Matthew D. Young  
Matthew D. Young

On this 2 day of April, 2001, before me, a notary public in and for said county, appeared Matthew D. Young, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

James B. Allen  
Notary Public  
My Commission Expires: 10-2-2005

(Seal)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

\_\_\_\_\_  
Ali Yahiaoui

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared Ali Yahiaoui, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Seal)

