

2-21-03 RECORDED

02-25-2003

To the Honorable Commissioner of Patents and  
or copy thereof.



documents

1. Name of conveying party(ies):  
Kimberly-Clark Tissue Company

102372604

Name of receiving party(ies):  
Kimberly-Clark Worldwide, Inc.

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

Internal Address: 401 North Lake Street  
Neenah, Wisconsin 54956

Street Address: 401 North Lake Street  
City Neenah State Wisconsin Zip 54956

3. Nature of Conveyance  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

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

Execution Date: February 7, 2003

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) See Attachment A

B. Patent No.(s) See Attachment A

Additional numbers attached?  Yes  No  
See Attachment A

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

6. Total number of applications and patents involved: 107

Name: Thomas J. Mielke

7. Total fee (37 CFR 3.41) \$ 4,208.00

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

Enclosed

Authorized to be charged to deposit account.

Street Address: 401 North Lake Street  
City: Neenah State: Wisconsin Zip 54956

8. Deposit account number: 11-0875

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.

Thomas J. Mielke  
Name of Person Signing

Signature

Feb 7, 2003  
Date

Total number of pages including cover sheet, attachments and document: 12

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX ASSIGNMENTS  
WASHINGTON, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

02/25/2003 LMUELLER 00000064 110875 4491045

01 FC:8021 4280.00 CH

## ATTACHMENT A

Pat No.	App No	Docket No.	Fl	NCurr	Owner	Desc
4491045	485565	SC-2333			KIMBERLY-CLARK	TISSUE
4908097	265359	SC-2390	3		KIMBERLY-CLARK	TISSUE
4756485	07/024650	SC-2504			KIMBERLY-CLARK	TISSUE
4660781	683893	SC-2580			KIMBERLY-CLARK	TISSUE
4605128	757592	SC-2611			KIMBERLY-CLARK	TISSUE
	09/075071	SC-2627	1		KIMBERLY-CLARK	TISSUE
5674590	482007	SC-2627			KIMBERLY-CLARK	TISSUE
5885418	858138	SC-2627	1		KIMBERLY-CLARK	TISSUE
5904971	858140	SC-2627	2		KIMBERLY-CLARK	TISSUE
5002635	367907	SC-2631	4		KIMBERLY-CLARK	TISSUE
4546904	420330	SC-2702	1		KIMBERLY-CLARK	TISSUE
4640638	592945	SC-2703			KIMBERLY-CLARK	TISSUE
4705420	843187	SC-2703	2		KIMBERLY-CLARK	TISSUE
4705195	822029	SC-2727			KIMBERLY-CLARK	TISSUE
4886579	187752	SC-2737			KIMBERLY-CLARK	TISSUE
4882221	082203	SC-2742			KIMBERLY-CLARK	TISSUE
4883475	243923	SC-2742	1		KIMBERLY-CLARK	TISSUE
4901889	298121	SC-2744			KIMBERLY-CLARK	TISSUE
4938382	339913	SC-2750	1		KIMBERLY-CLARK	TISSUE
4883564	201496	SC-2755			KIMBERLY-CLARK	TISSUE
4992140	334267	SC-2772			KIMBERLY-CLARK	TISSUE
5061232	337058	SC-2791			KIMBERLY-CLARK	TISSUE
4786367	082110	SC-2805			KIMBERLY-CLARK	TISSUE
4943350	261941	SC-2806	1		KIMBERLY-CLARK	TISSUE
D310922	093414	SC-2807			KIMBERLY-CLARK	TISSUE
D315652	476594	SC-2807	1		KIMBERLY-CLARK	TISSUE
5042691	467370	SC-2819	2		KIMBERLY-CLARK	TISSUE
4895276	269620	SC-2819	1		KIMBERLY-CLARK	TISSUE
4921034	185171	SC-2827			KIMBERLY-CLARK	TISSUE
5118554	598261	SC-2866			KIMBERLY-CLARK	TISSUE
D319188	298004	SC-2873			KIMBERLY-CLARK	TISSUE
D312739	400893	SC-2910			KIMBERLY-CLARK	TISSUE
5226566	899954	SC-2937	1		KIMBERLY-CLARK	TISSUE
5370338	951358	SC-2948	2		KIMBERLY-CLARK	TISSUE
4666099	798552	SC-2971			KIMBERLY-CLARK	TISSUE
5350087	031116	SC-2992	1		KIMBERLY-CLARK	TISSUE
5240147	07/661273	SC-2992			KIMBERLY-CLARK	TISSUE
5480068	265830	SC-2992	2		KIMBERLY-CLARK	TISSUE
D335415	712802	SC-2996			KIMBERLY-CLARK	TISSUE
5755926	795462	SC-2997	5		KIMBERLY-CLARK	TISSUE
5336373	997829	SC-3006			KIMBERLY-CLARK	TISSUE
5456420	186835	SC-3009	1		KIMBERLY-CLARK	TISSUE
5560514	763683	SC-3013			KIMBERLY-CLARK	TISSUE
5302167	079850	SC-3017	1		KIMBERLY-CLARK	TISSUE
D335412	768483	SC-3028			KIMBERLY-CLARK	TISSUE
D339705	768488	SC-3030			KIMBERLY-CLARK	TISSUE
D341490	854459	SC-3045			KIMBERLY-CLARK	TISSUE
D345664	866685	SC-3046			KIMBERLY-CLARK	TISSUE
D345877	866610	SC-3048			KIMBERLY-CLARK	TISSUE
6209752	09/265763	SC-3065			KIMBERLY-CLARK	TISSUE
5261557	959574	SC-3070			KIMBERLY-CLARK	TISSUE
D341970	000337	SC-3071			KIMBERLY-CLARK	TISSUE
D348579	000305	SC-3072			KIMBERLY-CLARK	TISSUE
D346518	000245	SC-3073			KIMBERLY-CLARK	TISSUE

Pat No.	App No	Docket No.	Fl	NCurr	Owner	Desc
5322186	075438	SC-3089			KIMBERLY-CLARK	TISSUE
5326434	060178	SC-3096			KIMBERLY-CLARK	TISSUE
D351520	29/008730	SC-3097			KIMBERLY-CLARK	TISSUE
5697576	395327	SC-3111			KIMBERLY-CLARK	TISSUE
D354871	013486	SC-3113			KIMBERLY-CLARK	TISSUE
5607754	458018	SC-3116	1		KIMBERLY-CLARK	TISSUE
D349827	29/012021	SC-3118			KIMBERLY-CLARK	TISSUE
5509593	181730	SC-3120			KIMBERLY-CLARK	TISSUE
6027610	478484	SC-3132	1		KIMBERLY-CLARK	TISSUE
5582681	268232	SC-3132			KIMBERLY-CLARK	TISSUE
6001218	889001	SC-3132	4		KIMBERLY-CLARK	TISSUE
5620565	547745	SC-3132	2		KIMBERLY-CLARK	TISSUE
6074527	974479	SC-3132	5		KIMBERLY-CLARK	TISSUE
5598643	344219	SC-3133			KIMBERLY-CLARK	TISSUE
5699626	719380	SC-3133	1		KIMBERLY-CLARK	TISSUE
5701682	719749	SC-3133	2		KIMBERLY-CLARK	TISSUE
D377902	018885	SC-3144			KIMBERLY-CLARK	TISSUE
5620148	08/402341	SC-3145			KIMBERLY-CLARK	TISSUE
5875985	925241	SC-3145	2		KIMBERLY-CLARK	TISSUE
6070821	843670	SC-3145	1		KIMBERLY-CLARK	TISSUE
D359868	018166	SC-3155			KIMBERLY-CLARK	TISSUE
D360092	018644	SC-3156			KIMBERLY-CLARK	TISSUE
5913765	397408	SC-3161			KIMBERLY-CLARK	TISSUE
5439141	278467	SC-3171			KIMBERLY-CLARK	TISSUE
5440978	300192	SC-3172			KIMBERLY-CLARK	TISSUE
	735425	SC-3188			KIMBERLY-CLARK	TISSUE
5837274	735039	SC-3188	1		KIMBERLY-CLARK	TISSUE
5691919	395771	SC-3191			KIMBERLY-CLARK	TISSUE
5878381	932041	SC-3191	1		KIMBERLY-CLARK	TISSUE
D367815	027800	SC-3205			KIMBERLY-CLARK	TISSUE
D363020	027759	SC-3206			KIMBERLY-CLARK	TISSUE
D362806	027636	SC-3207			KIMBERLY-CLARK	TISSUE
5565258	397398	SC-3210			KIMBERLY-CLARK	TISSUE
5853845	732569	SC-3210	1		KIMBERLY-CLARK	TISSUE
5629081	414540	SC-3213			KIMBERLY-CLARK	TISSUE
D382119	037540	SC-3259			KIMBERLY-CLARK	TISSUE
D382118	037528	SC-3260			KIMBERLY-CLARK	TISSUE
5832962	580829	SC-3264			KIMBERLY-CLARK	TISSUE
6039838	580830	SC-3265			KIMBERLY-CLARK	TISSUE
5925217	580889	SC-3266			KIMBERLY-CLARK	TISSUE
D383003	039933	SC-3267			KIMBERLY-CLARK	TISSUE
5776306	484591	SC-3268			KIMBERLY-CLARK	TISSUE
6149768	09/056924	SC-3268	1		KIMBERLY-CLARK	TISSUE
D372589	035594	SC-3270			KIMBERLY-CLARK	TISSUE
6296331	951077	SC-3273	1		KIMBERLY-CLARK	TISSUE
5725734	751526	SC-3274			KIMBERLY-CLARK	TISSUE
6447641	969880	SC-3274	1		KIMBERLY-CLARK	TISSUE
D426411	29/048964	SC-3277			KIMBERLY-CLARK	TISSUE
D391104	067103	SC-3278	1		KIMBERLY-CLARK	TISSUE
D421542	29/077412	SC-3278	2		KIMBERLY-CLARK	TISSUE
D386344	045869	SC-3279			KIMBERLY-CLARK	TISSUE
D379279	046366	SC-3303			KIMBERLY-CLARK	TISSUE
5882743	847990	SC-6449			KIMBERLY-CLARK	TISSUE

# CONFIRMATION OF ASSIGNMENT

COMMISSIONER OF PATENTS & TRADEMARKS  
Washington, D.C. 20231

Sir:

Kimberly-Clark Tissue Company, a corporation of the State of Pennsylvania, having offices at 401 North Lake Street, Neenah, Wisconsin 54956, has, by previous assignment from Scott Paper Company, acquired the entire right, title, and interest in the applications for Letters Patent of the United States and in the Letters Patent of the United States listed in Attachment A attached hereto. As a result, the Patent and Trademark Office records show Kimberly-Clark Tissue Company as the current owner of the patents and patent applications listed in Attachment A.

However, Kimberly-Clark Tissue Company has previously assigned its rights, title and interest in these patents and patent applications to Kimberly-Clark Worldwide, Inc. through a conveyance agreement entered into as of November 30, 1996 by and between Kimberly-Clark Tissue Company and Kimberly-Clark Worldwide, Inc. (copy attached as Attachment B).

Therefore, please update the Patent and Trademark records to reflect that ownership of the patents and patent applications listed in Attachment A resides with Kimberly-Clark Worldwide, Inc.

Kimberly-Clark Worldwide, Inc.

By: 

Thomas J. Mielke

Title: Vice President & Chief Patent Counsel

Date: February 7, 2003

**AGREEMENT**  
**FOR**  
**CONVEYANCE OF ASSETS**  
**AND**  
**APPOINTMENT OF TRADEMARK AGENT**  
**BY AND BETWEEN**  
**KIMBERLY-CLARK TISSUE COMPANY**  
**AND**  
**KIMBERLY-CLARK WORLDWIDE, INC.**

**DATED AS OF NOVEMBER 30, 1996**

# FIRST AMENDMENT TO CONVEYANCE AND AGENT AGREEMENT

THIS First Amendment to the Conveyance and Agent Agreement is dated effective November 30, 1996, by and between Kimberly-Clark Tissue Company ("KCTC"), a Pennsylvania corporation, and Kimberly-Clark Worldwide, Inc. ("KCWW"), a Delaware corporation.

## RECITALS:

**WHEREAS**, KCTC and KCWW entered into a Conveyance and Agent Agreement ("Agreement") dated as of November 30, 1996;

**WHEREAS**, KCTC and KCWW desire to clarify and amend the Agreement as of the same date;

**WHEREAS**, capitalized terms used herein shall have the same meanings ascribed to them in the Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein, the Agreement is amended as follows:

1. Amendments. Article 1.1 is deleted and replaced by the following:

1.1 "Assets" means all of KCTC's right, title and interest, legal or equitable, existing and hereinafter created or acquired in and to patents, applications for patents, utility model registrations, applications for utility model registrations, industrial design registrations, applications for industrial design registrations, trade secrets, technology, inventions, and improvements developed, used or acquired by KCTC in connection with its business operations; including without limitation all rights to obtain, register, perfect and enforce such rights; including without limitation all such property as listed in the Patent Database contained in the records of KCTC and its parent, Kimberly-Clark Corporation, not previously transferred or assigned to KCWW; and including without limitation all of KCTC's right, title, and interest, legal or equitable, existing and hereinafter created or acquired in and to all Scott Employee's Agreements, between Scott Paper Company and certain employees who become employees of KCWW on or after November 30, 1996.

Article 2.1 is deleted and replaced by the following:

2.1. Conveyance. KCTC hereby grants, bargains, sells, conveys, assigns, transfers and delivers all of the Assets to KCWW, and KCWW hereby accepts such Assets. The Assets are conveyed by KCTC to KCWW and its successors and assigns to and for their own use, together with all rights related thereto. KCTC hereby assigns to KCWW all KCTC's rights and obligations under any existing license or other agreement relating to such Assets, including all rights to any royalties or other payments attributable to the license or other agreement.

2. Limited Effect. Except as modified by this First Amendment, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the Agreement has been duly executed by the parties hereto as of the date first written above.

KIMBERLY-CLARK TISSUE COMPANY

KIMBERLY-CLARK WORLDWIDE, INC.

By: \_\_\_\_\_

Name: John W. Donehower  
Title: Senior Vice President and  
Chief Financial Officer

By: \_\_\_\_\_

Name: John W. Donehower  
Title: President

## CONVEYANCE AND AGENT AGREEMENT

THIS Conveyance and Agent Agreement ("Agreement") is made and entered into as of November 30, 1996 by and between Kimberly-Clark Tissue Company ("KCTC"), a Delaware corporation, and Kimberly-Clark Worldwide, Inc. ("KCWW"), a Delaware corporation.

### RECITALS:

**WHEREAS**, KCTC desires to convey certain of its assets to KCWW, a wholly owned subsidiary of KCTC; and

**WHEREAS**, KCWW desires to acquire such assets; and

**WHEREAS**, KCTC is the owner, by virtue of use and registration, of certain intellectual property with respect to its business operations; and

**WHEREAS**, KCTC desires to appoint KCWW as its exclusive agent to manage KCTC's rights to its trademarks and copyrighted works so that KCWW can more effectively combine such rights in the world-wide licensing of other intellectual property owned or licensed by KCWW; and

**WHEREAS**, KCWW is willing to accept the appointment of agent with respect to the management of KCTC's trademarks and copyrighted works.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

### ARTICLE I

#### Definitions

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement:

1.1 "Assets" means all of KCTC's right, title and interest, legal or equitable, in and to patents, applications for patents, utility model registrations, applications for utility model registrations, individual design registrations, application for individual design registrations, trade secrets, technology, inventions, and improvements developed, used or acquired by KCTC in connection with its business operations; including without limitation all rights to obtain, register, perfect and enforce such rights; including without limitation all such property as listed in the Patent Database contained in the records of KCTC and its parent, Kimberly-Clark Corporation, not previously transferred or assigned to KCWW.

1.2 "Trademarks" means all of KCTC's right, title and interest, legal or equitable, in and to any registered or unregistered trademarks, tradenames, service marks, logos, package designs or other trade indicia established, used or acquired by KCTC in connection with its business operations and not previously transferred or assigned to KCWW and all copyrighted works relating to products bearing such trademarks, tradenames, service marks, logos, designs or indicia or the packaging, advertising and promotional materials used in the sale of such products.

## ARTICLE II

### Conveyance of Assets

2.1 Conveyance. KCTC hereby grants, bargains, sells, conveys, assigns, transfers and delivers all of the Assets to KCWW, and KCWW hereby accepts such Assets, as of November 30, 1996. The Assets are conveyed by KCTC to KCWW and its successors and assigns to and for their own use, together with all rights related thereto. KCTC hereby assigns to KCWW all KCTC's rights and obligations under any existing license or other agreement relating to such Assets, including all rights to any royalties or other payments attributable to the license or other agreement.

2.2 Acknowledgment of Conveyance. KCTC and KCWW hereby acknowledge that the conveyance being made pursuant to this is being made under Section 351 of the Internal Revenue Code of 1986, as amended.

## ARTICLE III

### Appointment of Trademark Agent

3.1 Appointment of Agent. KCTC hereby appoints KCWW as its exclusive agent, and KCWW hereby accepts such appointment by KCTC, to manage KCTC's Trademarks including, but not limited to, taking all such action as necessary to establish, maintain, protect and license such Trademarks throughout the world.

3.2 Assignment. In order for KCWW to perform its duties and obligations under this appointment, KCTC hereby assigns to KCWW all KCTC's rights and obligations under any existing license of such Trademarks and agrees to grant KCWW such further licenses of the Trademarks as may be necessary for KCWW to perform its duties under this appointment, which grant shall include KCWW's right to sublicense the Trademarks under licenses granted to KCWW by KCTC hereunder.



## ARTICLE IV

### Third Party Consents

If the conveyance of Assets under Article II or the assignment of license rights and obligations under Article III which are attempted to be made hereunder would be ineffective as between KCTC and KCWW without the consent of any third person, or would serve as a cause for terminating or invalidating any Asset or pre-existing license of any Asset or the Trademarks or pre-existing license of any Trademark; or would cause or serve as a cause for the breach of any such license or loss of ownership of any such Asset or Trademark, then such Asset, Trademark or license is temporarily excluded from provisions of this Agreement. However, KCTC shall, to the fullest extent permitted, hold such Asset or Trademark license for the benefit of KCWW until such consent has been obtained. Upon the obtaining of such consent, no other conveyance or assignment shall be required, but full and complete title and ownership in such Asset or the rights and obligations under such license, as the case may be, shall automatically become vested in KCWW by virtue of this Agreement.

## ARTICLE V

### Warranties

ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE OR VALIDITY). ALL ASSETS, RIGHTS AND BUSINESSES TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREUNDER WILL BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED "AS IS," AND KCTC EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF ANY PATENT OR UTILITY MODEL REGISTRATION OR ABSENCE OF VIOLATION OF ANY TRADE SECRET OWNED BY A THIRD PARTY.

## ARTICLE VI

### Sales Taxes and Recording Fees

The parties agree that KCWW shall pay all sales, use and similar taxes arising out of the sales, conveyances, assignments, offers and deliveries to be made hereunder, and shall pay all fees required in connection therewith, including but not limited to documentary, filing, registration and recording fees.

## ARTICLE VII

### Further Assurances

From time to time after the date hereof, and without any further consideration, KCTC will execute and deliver such instruments of conveyance, assignment, license, transfer and delivery, and take such other action, as KCWW may reasonably request in order to more effectively vest in KCWW beneficial and record title to or ownership in the Assets to be conveyed and assigned hereunder or intended so to be and to put KCWW in actual possession and operating control of such Assets or to allow KCWW to operate effectively as KCTC's managing agent of the Trademarks. After the date hereof, KCTC agrees to use its best efforts to obtain, without additional cost to KCWW, any and all consents and approvals that may be necessary to vest or confirm title to or ownership in all the Assets in KCWW or the assignment to KCWW of KCTC's rights and obligations under pre-existing licenses of the Trademarks.

## ARTICLE VIII

### Miscellaneous

**8.1 Effective Time.** Regardless of when executed, this Agreement shall be effective as of 11:59 p.m., central standard time (the "Effective Time"), on November 30, 1996; provided, however, that if KCWW is not qualified to transact business as a corporation in a particular state as of the Effective Time, the Assets, and business related to the operations in such state shall not transfer to KCWW; the Appointment of Exclusive Agent shall not become effective; and KCWW shall not conduct business in any such state until such time as qualification is obtained. Upon obtaining qualification as a corporation to transact business in such state, no further conveyance or appointment shall be required, but full and complete title to or ownership in the Assets in such state shall automatically become vested in KCWW by virtue of this Agreement. Notwithstanding any such delay in the actual transfer of Assets and business or appointment of Exclusive Trademark Agent, for accounting purposes, such transfer and appointment shall be deemed to have occurred as of the Effective Time; and all business conducted in such state by KCTC after the Effective Time shall inure to the benefit of KCWW.

**8.2 Notices.** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered, (b) sent by certified or registered mail, return receipt requested, postage prepaid, (c) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (d) telexed or telecopied, with receipt confirmed, addressed as follows:

Kimberly-Clark Tissue Company  
351 Phelps Drive  
Irving, Texas 75038

Attention: General Counsel

Kimberly-Clark Worldwide, Inc.  
351 Phelps Drive  
Irving, Texas 75038  
Attention: President

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient a Notice shall be deemed to have been given (i) as of the date received when personally delivered, (ii) three days after being deposited with the United States mail properly addressed, (iii) the next day after being delivered during business hours to said overnight delivery service, properly addressed and prior to such delivery service's cutoff time for next day delivery, or (iv) when receipt of the telex or telecopy is confirmed, as the case may be.

**8.3 Assignment.** Either party hereto shall have the right to assign this Agreement only to (i) any successor assignee of such party that may result from any merger, consolidation or reorganization or (ii) another corporation that acquires all or substantially all of such party's assets, business and liabilities.

**8.4 Headings.** All article or section headings contained in this Agreement are for reference purposes only and shall not be deemed to control or affect in any way the meaning or construction of any of the provisions hereof.

**8.5 Entire Agreement: Modification.** This Agreement contains the complete expression of the agreement between the parties with respect to the matters addressed herein and there are no promises, representations, or inducements except as herein provided. The terms and provisions of this Agreement may not be modified, supplemented or amended except in writing signed by both parties hereto. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

**8.6 No Waiver.** Failure by either party hereto to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision.

**8.7 Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the choice of law principles thereof.

**8.8 Counterparts.** This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

**8.9 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Conveyance and Agent Agreement has been duly executed by the parties hereto as of the date first written above.

KIMBERLY-CLARK CORPORATION

By:   
Name: John W. Donehower  
Title: Senior Vice President and Chief Financial Officer

KIMBERLY-CLARK WORLDWIDE, INC.

By:   
Name: John W. Donehower  
Title: President