

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent License Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Kimberly-Clark Worldwide, Inc.	11/30/2004
RECEIVING PARTY DATA	
Name:	Neenah Paper, Inc.
Street Address:	3460 Preston Ridge Road, Suite 600
Internal Address:	Preston Ridge III
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6635146
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	Dusan Clark, Esq.
Address Line 1:	Sidley Austin Brown & Wood LLP
Address Line 2:	717 N. Harwood St. Suite 3400
Address Line 4:	Dallas, TEXAS 75201
NAME OF SUBMITTER:	Dusan Clark
Total Attachments: 10 source=lic 6635146#page1.tif source=lic 6635146#page2.tif source=lic 6635146#page3.tif source=lic 6635146#page4.tif	

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PATENT LICENSE AGREEMENT

This AGREEMENT made as of the 30th day of November, 2004 by and between KIMBERLY-CLARK WORLDWIDE, INC., a Delaware corporation, with a place of business at 1400 Holcomb Bridge Road, Roswell, Georgia 30076-2199 (hereinafter referred to as "Owner") and NEENAH PAPER, INC., a Delaware corporation, with an office at Preston Ridge III, 3460 Preston Ridge Road, Suite 600, Alpharetta, Georgia 30005, (hereinafter referred to as "Licensee").

WHEREAS, Owner and Licensee have entered into a Distribution Agreement dated Nov. 30, 2004 ("Distribution Agreement") pursuant to which Owner agreed, among other things, to provide rights in certain intellectual property to Licensee; and

WHEREAS, Owner desires hereby to license to Licensee, and Licensee desires to receive, certain intellectual property rights; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and in view of the mutual covenants and promises set forth in the Distribution Agreement, the parties hereby agree as follows:

1. DEFINITIONS

"Licensed Patents" shall mean any Letters Patent, pending patent applications, and all inventions claimed therein which are included in the Letters Patent and pending patent applications listed in Appendix A attached hereto.

"Owner's Field" shall mean baby and child care products, including, without limitation, diapers, baby wipes, training pants and other disposable garments; feminine care products, including, without limitation, sanitary napkins, wipes, menstrual pads, panty liners, panty shields, tampons and tampon applicators; adult care products, including, without limitation, wipes, pads, containers, incontinency products and urinary shields; service, industrial and household products, including, without limitation, wipes, wipers, covers, filters, paper towels, bath tissue and facial tissue; nonwoven materials, including, without limitation, nonwoven roll goods; home comfort products, including, without limitation, pillows, pads, cushions and masks; and professional and consumer health care products, including, without limitation, surgical drapes, hospital gowns,

wipes, wipers, wraps, covers, containers, filters and disposable garments; with the proviso that Owner may, upon written consent by Licensee, which consent shall not be unreasonably withheld, add to Owner's Field products or product categories that Owner develops, manufactures, and sells.

2. PATENT LICENSE

Owner hereby grants to Licensee an exclusive, world-wide, royalty-free license, with the right to sub-license, under the Licensed Patents to practice the claimed subject matter therein outside Owner's Field.

3. TERM AND TERMINATION

The grant of Clause 2 shall run to the end of the life of the last to expire of the Licensed Patents and shall thereupon terminate.

4. PATENTS

Licensee acknowledges that Owner is the sole owner of the entire right, title and interest in and to the Licensed Patents and in and to the inventions claimed therein everywhere Owner has patented or applied for a patent for such inventions.

5. SUBLICENSE OR ASSIGNMENT

Licensee shall have the right to transfer and sublicense, with the prior written approval of Owner, the rights granted to it pursuant to Clause 2 hereof. Licensee shall ensure and warrant any assignee of this Agreement or any sublicensee of the Licensed Patents granted by licensee shall be bound by the terms and conditions of this Agreement. Any such assignment or license shall be in writing and shall incorporate the terms and conditions of this Agreement.

6. INFRINGEMENTS OF PATENTS

6.01 During the term hereof, Licensee shall advise Owner promptly and fully of any infringement of the Licensed Patents which comes to its notice. Licensee shall not sue any such infringer, either in its own name or in the name of Owner. Owner shall take such steps as Owner, in its sole discretion, shall deem advisable, including if Owner shall so decide, the bringing of a lawsuit or lawsuits with respect to any infringement or alleged infringement of any Licensed Patent. When requested to do so by Owner, Licensee shall cooperate in connection with such lawsuit, including but not limited to, joining as a party thereto. In such event, Owner shall reimburse Licensee for attorney's fees and expenses reasonably incurred by

Licensee in connection with such lawsuit. Licensee shall participate on an equal basis, after accounting for expenses in connection with such lawsuit, in any money damages recovered, if Licensee has been damaged by such infringements.

6.02 Owner does not warrant the validity of the Licensed Patents and makes no representations whatsoever with regard to the scope of the Licensed Patents or that such Licensed Patents may be exploited by the Licensee without infringing other patents.

6.03 If a declaratory judgment action is brought naming Licensee as a defendant and alleging invalidity of any of the Licensed Patents, Owner may, at Owner's sole discretion, elect to take over the sole defense of the action at its own expense. Licensee shall, at Owner's expense, cooperate fully with Owner in connection with any such action.

7. MARKING OF GOODS, REGISTRATION OF LICENSE AND ADVERTISING

7.01 Licensee agrees to mark the applicable U.S. patent number, or "patent pending" if appropriate, on all product sold in the United States under any Licensed Patent. All products shipped to or sold in other countries shall be marked in such a manner as to conform with the patent laws and practices of the country or countries of manufacture and sale.

7.02 Licensee agrees to register or record this Agreement to the extent required by law or regulation in any country where Licensee elects to exercise the rights granted to it pursuant to Clause 2 hereof.

7.03 Licensee shall not use Owner's name in connection with any advertising, promotional or sales activity without the prior written approval of Owner.

8. INDEMNIFICATION

Licensee shall indemnify and hold Owner harmless from and against any loss, claim, or damage sustained by Owner, including reasonable attorneys' fees, as a result of Licensee's negligence or willful misconduct in connection with Licensee's manufacture, marketing, sale, lease, import, export, or use of the products under this license pursuant to Clause 2 hereof.

9. EFFECTIVE DATE AND TERM

This Agreement will become effective on the day and year first above written and shall remain in full force and effect in accordance with the provisions of Clause 3 hereof.

10. REGULATORY APPROVALS

Licensee agrees to obtain any applicable regulatory approvals required for the manufacture and sale of any product manufactured or sold under the Licensed Patents.

11. REPRESENTATIONS

OWNER MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATEVER WITH RESPECT TO THE USE BY LICENSEE OF (i) INVENTIONS CLAIMED IN THE LICENSED PATENTS CONTEMPLATED BY THIS AGREEMENT OR (ii) INFORMATION, IF ANY, FURNISHED UNDER THIS AGREEMENT.

12. SEVERABILITY OF PROVISIONS

Should a court of competent jurisdiction later hold any provision of this Agreement to be invalid, illegal or unenforceable, and such holding is not reversed on appeal, it shall be considered severed from this Agreement. All other provisions, rights and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement are in accordance with the intention of the parties.

13. ARTICLE HEADINGS

Article headings used in this Agreement are for the purpose of reference only and shall not be considered in construing this Agreement.

14. INTEGRATION

With the exception of the Distribution Agreement, the terms and provisions of this Agreement constitute the entire agreement and understanding between the parties relating to rights in the patents and patent applications listed herein. Any amendment or change in this Agreement must be made in writing and signed by a duly authorized officer or representative of each of the parties hereto. In the event of a conflict between the terms and provisions of this Agreement and the Distribution Agreement, the terms and provisions of the Distribution Agreement shall control.

15. GOVERNING LAW

THE VALIDITY AND EFFECT OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF ALL PARTIES AFFECTED HEREBY SHALL BE CONSTRUED AND DETERMINED UNDER THE LAWS OF THE STATE OF TEXAS, U.S.A.

IN WITNESS WHEREOF, this Agreement has been duly executed in triplicate, as of the effective date above set forth.

KIMBERLY-CLARK WORLDWIDE, INC., Owner

By Rodney G. Olsen

Name: Rodney G. Olsen

Title: Vice President

NEENAH PAPER, INC., Licensee

By: _____

Name: Sean T. Erwin

Title: Chief Executive Officer

[Signature Page for 6 635 146 Patent License]

NOTARIAL ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

On this the 30th day of November, 2004, appeared Rodney G. Olsen, to me personally known, and on behalf of Kimberly-Clark Worldwide, Inc., being authorized to do so, acknowledged said instrument to be the free act and deed of said corporation.

Donna Buchheit

Notary Public, State of Texas

County of Dallas



Commission Expires: May 29, 2007

[Signature Page for 6 635 146 Patent License]

IN WITNESS WHEREOF, this Agreement has been duly executed in triplicate,
as of the effective date above set forth.

KIMBERLY-CLARK WORLDWIDE, INC., Owner

By _____

Name: Rodney G. Olsen

Title: Vice President

NEENAH PAPER, INC., Licensee

By: _____

Name: Sean T. Erwin

Title: Chief Executive Officer

[Signature Page for 6 635 146 Patent License]

NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

On this the 30th day of November, 2004, appeared Sean T. Erwin, to me personally known, and on behalf of Kimberly-Clark Worldwide, Inc., being authorized to do so, acknowledged said instrument to be the free act and deed of said corporation.

Ana Krause

Notary Public, State of Illinois

County of Cook

(Seal)

Commission Expires: Jan. 11, 2005



[Signature Page for 6 635 146 Patent License]

APPENDIX A

Country Patent or <u>Application No.</u>	<u>Filing</u> <u>Date</u>	<u>K-C Case</u> <u>No.</u>	<u>Title</u>
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REDACTED

US 6,635,146	10-21- 2003	14046.1	Enzymatic Treatment of Pulp to Increase Strength Using Truncated Hydrolytic Enzymes
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