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Additional name(s) & address(es) attached?
Yes <u>X_</u> No 705
execution date of the application is: B. Patent No.(s)
6. Total number of applications and patents involved:
7. Total fee (37 CFR 3.41) <u>\$ 40.00</u>
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PATENT REEL: 016333 FRAME: 0138

Richard M. Shane
Name of Person Signing

In the United States Patent and Trademark Office

Applicante: Charles Allen Smith Docket No.: 21265

Patricia Hwang Calhoun

James Russell Fitts, Jr.

Janis Wilson Hughes Tamara Lee Mace

Glynis Allicia Walton

Serial No.: **Group**:

Confirmation No: Examiner:

Filed: April 29, 2005

For: LATENT ELASTIC ARTICLES AND METHODS OF MAKING THEREOF

Assignment – Joint Inventors

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

WHEREAS Charles Allen Smith residing at 7350 Lanier Cove Court, Cumming, Georgia 30041 and Patricia Hwang Calhoun residing at 10685 Avian Drive, Alpharetta, Georgia 30022 and James Russell Fitts, Jr. residing at 8070 Beiley Mill Road, Gainesville, Georgia 30506 and Janis Wilson Hughes residing at 10575 Tuxford Drive, Alpharetta, Georgia 30022 and Tamara Lee Mace residing at 661 Creekwood Dr., Marietta, Georgia 30068 and Glynis Allicia Walton residing at 115 Southwind Circle, Roswell, Georgia 30076 (hereinafter collectively referred to as Assignors), have made an invention and have each either (1) previously executed an application for Letters Patent of the United States of America therefor or (2) are contemporaneously executing an application for Letters Patent of the United States of America for the invention which is entitled:

LATENT ELASTIC ARTICLES AND METHODS OF MAKING THEREOF

AND WHEREAS Kimberly-Clark Worldwide, Inc., a corporation of the State of Delaware, having offices at 401 North Lake Street, Neenah, Wisconsin 54956, United States of America, (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said invention and under said Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by the Assignee to the Assignors of the sum of One U.S. Dollar (\$1.00 U.S.) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby sell, assign and transfer to the Assignee the full and exclusive right, title and interest to said invention and in and to any and all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, continuationin-part, divisional, renewal, substitute, re-examination, conversion or reissue thereof, including all extensions thereof, or any legal equivalent thereof in any foreign country for the full term or terms for which the same may be granted, including any and all convention rights.

The Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

The Assignors further covenant that the Assignors will promptly provide, upon written request, Assignee with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to the Assignors and that they will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, extend and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

> PATENT REEL: 016333 FRAME: 0139

IN WITNESS WHEREOF, the Assignors have executed this document on the date indicated below:

Charles Allen Smith

Charles Allen Smith

Date: May 9 2005

Patricia Hwang Calhoun

Date: May 3,2005

James Russell Fitts, Jr. Date: May 3,2005

James Wilson Hughes

Date: May 3,2005

Tamara Lee Mace

Date: May 18, 2005