

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Thibiant International, Inc.	11/12/2008
RECEIVING PARTY DATA	
Name:	The Procter & Gamble Company
Street Address:	One Procter & Gamble Plaza
Internal Address:	Attention: Chief Patent Counsel
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29292536
CORRESPONDENCE DATA	
Fax Number:	(513)945-6845
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	513-983-9378
Email:	wray.ca@pg.com
Correspondent Name:	IP Division Central Docketing
Address Line 1:	299 East Sixth Street, 4th Floor
Address Line 2:	The Procter & Gamble Company
Address Line 4:	Cincinnati, OHIO 45202
ATTORNEY DOCKET NUMBER:	D1265
NAME OF SUBMITTER:	Eric T. Addington
Total Attachments: 3 source=D1265AssignmentfromThibianttoP&G#page1.tif source=D1265AssignmentfromThibianttoP&G#page2.tif	

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PATENT ASSIGNMENT AND LICENSE AGREEMENT

IN THIS PATENT ASSIGNMENT AND LICENSE AGREEMENT (the "Agreement"), effective on the last date of execution (the "Effective Date"), The Procter & Gamble Company, a corporation of the State of Ohio, having its principal place of business at One Procter & Gamble Plaza, Cincinnati, OH, USA (hereinafter, together with its Affiliates, referred to as "ASSIGNEE"), and Thibiant International, Inc., a corporation having offices at 20320 Prairie St., Chatsworth, CA, USA (hereinafter, together with its Affiliates, referred to as "ASSIGNOR"), agree as follows:

1. WHEREAS, ASSIGNOR owns joint right, title, and interest in the patents and applications listed on Exhibit A to this Agreement, and in the inventions claimed therein (hereinafter referred to as the "Patents").
2. WHEREAS, ASSIGNEE desires to acquire and ASSIGNOR is willing to assign to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the Patents.
3. WHEREAS, ASSIGNOR desires to acquire and ASSIGNEE is willing to grant back to ASSIGNOR certain rights under the Patents, as set forth herein.
4. In consideration for the execution of this Agreement, ASSIGNOR hereby transfers, grants, conveys, assigns, and relinquishes exclusively to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the Patents, including the right to sue for past, present and future infringements and to collect and retain damages and profits therefore.
5. ASSIGNOR shall execute and deliver to ASSIGNEE such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of the Patents to ASSIGNEE, or the original ownership of the Patents on the part of ASSIGNOR, to the fullest extent possible. ASSIGNOR further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of ASSIGNEE in and to the Patents and to perform any other acts deemed necessary to carry out the intent of this Agreement. ASSIGNEE shall reimburse ASSIGNOR for any and all costs reasonably incurred by ASSIGNOR in performance under this paragraph.
6. In furtherance of this Agreement, ASSIGNOR hereby acknowledges that, except as set forth in this Agreement, from the Effective Date forward, ASSIGNEE has succeeded to all of ASSIGNOR's right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that ASSIGNEE, in

its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and perform all other such acts in relation thereto as ASSIGNEE, in its sole discretion, deems advisable.

7. ASSIGNEE shall assume responsibility for directing all prosecution of the Patents, with its own attorneys and agents, and paying for all costs associated with such prosecution.
8. As further consideration for the assignment of Patents, ASSIGNEE grants back to ASSIGNOR an irrevocable, transferable, worldwide, non-exclusive, royalty-free license under the Patents, and any patents issued from or issuing from any application, foreign or domestic, claiming priority to the Patents. Such license includes the right to make, have made, use, offer to sell, sell, import, lease, and sub-license.
9. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
11. This Agreement constitutes the entire agreement between ASSIGNOR and ASSIGNEE with respect to the subject matter hereof.
12. Each of the parties represents and warrants that it has authority to enter into this Agreement and to perform its obligations under this Agreement and that it has been duly authorized to execute and to deliver this Agreement.

The PARTIES by their duly authorized representatives, hereby sign this Agreement in duplicate; with each PARTY receiving one (1) of the signed originals hereof.

The Procter & Gamble Company

By: 

Date: 12/9/08

Thibiant International, Inc.

By: 

Date: 11/12/08

ATTACHMENT A

Country	Case	Application Serial Number	Filing Date
US	Design	29/292536	10/16/2007
CA	Design	125601	4/14/2008
ECD	Design	000916168-0001	4/14/2008
ECD	Design	000916168-0002	4/14/2008
ECD	Design	000916168-0003	4/14/2008
CN	Design	200830122351	4/16/2008
JP	Design	2008-009635	4/15/2008