

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kimberly-Clark Corporation	11/30/1996
RECEIVING PARTY DATA	
Name:	Kimberly-Clark Worldwide, Inc.
Street Address:	2300 Winchester Road
City:	Neenah
State/Country:	WISCONSIN
Postal Code:	54956
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5878381
CORRESPONDENCE DATA	
Fax Number:	(920)721-7339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	920-721-7575
Email:	mary.l.marchant@kcc.com
Correspondent Name:	Mary L. Marchant
Address Line 1:	2300 Winchester Road
Address Line 4:	Neenah, WISCONSIN 54956
ATTORNEY DOCKET NUMBER:	SC 3191.1
NAME OF SUBMITTER:	Alyssa A. Dudkowski
Total Attachments: 18 source=3 KCWW Cert of Inc#page1.tif source=3 KCWW Cert of Inc#page2.tif source=4 KCC to KCWW#page1.tif source=4 KCC to KCWW#page2.tif source=4 KCC to KCWW#page3.tif	

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State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "KIMBERLY-CLARK WORLDWIDE, INC.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF OCTOBER, A.D. 1996, AT 10 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.




Edward J. Freel, Secretary of State

2660161 8100

AUTHENTICATION:

8137449

DATE:

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CERTIFICATE OF INCORPORATION
OF
KIMBERLY-CLARK WORLDWIDE, INC.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Corporation is Kimberly-Clark Worldwide, Inc.

SECOND: The registered office of the Corporation is 1209 Orange Street, City of Wilmington, County of New Castle, in the State of Delaware 19801. The name of its registered agent at that address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation is authorized to issue is One Thousand (1,000), all of which are classified as Common Stock, without par value.

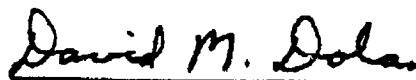
FIFTH: The name and mailing address of the incorporator are as follows:

<u>Name</u>	<u>Mailing Address</u>
David M. Dolan	351 Phelps Drive Irving, Texas 75038

SIXTH: Except as required in the by-laws, no election of directors need be by written ballot.

SEVENTH: The Board of Directors shall have the power to adopt, amend, or repeal the by-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of October, 1996.



David M. Dolan
Incorporator

**AGREEMENT
FOR
CONVEYANCE OF ASSETS
AND
APPOINTMENT OF TRADEMARK AGENT**

**BY AND BETWEEN
KIMBERLY-CLARK CORPORATION
AND
KIMBERLY-CLARK WORLDWIDE, INC.**

DATED AS OF NOVEMBER 30, 1996

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 Corporation ("KCC"), a Delaware corporation, and Kimberly-Clark Worldwide, Inc. ("KCWW"), a Delaware corporation.

RECITALS:

WHEREAS, KCC desires to convey certain of its assets to KCWW, a wholly owned subsidiary of Kimberly-Clark Tissue Company ("KCTC"), itself a wholly owned subsidiary of KCC; and

WHEREAS, KCC desires to make such conveyance directly to KCWW on behalf of KCTC and as a contribution to the capital of KCTC ; and

WHEREAS, KCWW desires to acquire such assets; and

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

WHEREAS, KCC desires to appoint KCWW as its exclusive agent to manage KCC'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 KCC'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 KCC's right, title and interest, legal or equitable, in and to patents, applications for patents, utility model registrations, applications for utility model registrations, industrial design registrations, applications for individual design registrations, trade secrets, technology, inventions, and improvements developed, used or acquired by KCC in connection with its business operations; including without limitation

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all rights to obtain, register, perfect and enforce such rights; and including without limitation all such property as listed in the Patent Database contained in the records of KCC and KCTC, not previously transferred or assigned to KCWW.

1.2 "Trademarks" means all of KCC'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 KCC in connection with its business operations 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. KCC 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 KCC to KCWW and its successors and assigns to and for their own use, together with all rights related thereto. KCC hereby assigns to KCWW all KCC'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. KCC and KCWW hereby acknowledge that the conveyance being made pursuant to this Agreement for the benefit of KCTC 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. KCC hereby appoints KCWW as its exclusive agent, and KCWW hereby accepts such appointment by KCC, to manage KCC'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, KCC hereby assigns to KCWW all KCC'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 KCC 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 KCC 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 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 or Trademark license is temporarily excluded from provisions of this Agreement. However, KCC 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 KCC EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF ANY PATENT OR UTILITY MODEL UTILITY 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, KCC 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 KCC's managing agent of the Trademarks. After the date hereof, KCC 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 KCC'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 KCC 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 Corporation
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: John W. Donehower
Name: John W. Donehower
Title: Senior Vice President and Chief Financial Officer

KIMBERLY-CLARK WORLDWIDE, INC.

By: John W. Donehower
Name: John W. Donehower
Title: President

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 Corporation ("KCC"), a Delaware corporation, and Kimberly-Clark Worldwide, Inc. ("KCWW"), a Delaware corporation.

RECITALS:

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

WHEREAS, KCC 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 KCC'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 KCC 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 KCC and Kimberly-Clark Tissue Company ("KCTC"), not previously transferred or assigned to KCWW; and including without limitation all of KCC's right, title, and interest, legal or equitable, existing and hereinafter created or acquired in and to all Confidential Information and Business Ideas, Inventions and Developments Agreements between KCC 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. KCC 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 KCC to KCWW and its successors and assigns to and for their own use, together with all rights related thereto. KCC hereby assigns to KCWW all KCC'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 CORPORATION

KIMBERLY-CLARK WORLDWIDE, INC.

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

By: 
Name: John W. Donehower
Title: President

**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

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.

PATENT

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.

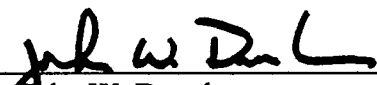
8.7 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the choice of law principles thereof.

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.

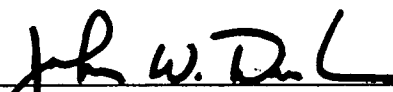
8.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

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

PATENT

RECORDED: 10/09/2009

REEL: 023348 FRAME: 0545