

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2009
CONVEYING PARTY DATA	
Name	Execution Date
Kimberly-Clark Corporation	12/31/2009
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:	5771499
CORRESPONDENCE DATA	
Fax Number:	(920)721-7339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9207217575
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:	JACKSON PRODUCTS
NAME OF SUBMITTER:	Alyssa A. Dudkowski
Total Attachments: 2 source=KCC to KCWW - Contribution Agreement#page1.tif source=KCC to KCWW - Contribution Agreement#page2.tif	

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PATENT
REEL: 024369 FRAME: 0398

CONTRIBUTION AGREEMENT

This Contribution Agreement (the "Agreement") is made and entered into effective as of December 31, 2009 by and between Kimberly-Clark Corporation, a Delaware corporation ("Parent") and Kimberly-Clark Worldwide, Inc., a Delaware corporation ("Subsidiary").

RECITALS

WHEREAS, Parent currently owns 100% of the capital stock of Subsidiary;

WHEREAS, Parent desires to contribute certain assets to Subsidiary as an additional contribution to capital without the issuance of additional shares of capital stock;

WHEREAS, after the contribution described in this Agreement, Parent will continue to own 100% of the capital stock of Subsidiary;

WHEREAS, Parent and Subsidiary intend that the contemplated contribution pursuant to this Agreement qualify as a tax-free transfer from a parent to a controlled subsidiary pursuant to Section 351 of the Internal Revenue Code of 1986, as amended.

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

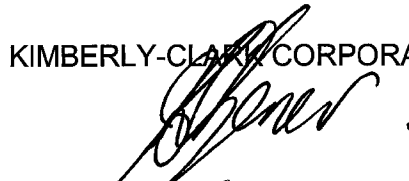

AGREEMENT

1. Parent hereby irrevocably contributes, transfers, conveys, assigns and delivers to Subsidiary, all of Parent's right, title and interest in patents, patent applications, trademarks, service marks, trade names, copyrights, mask works, trade secrets and other intellectual property rights owned by, licensed to, or otherwise controlled by the Parent, which have been transferred to Parent by Jackson Products, Inc. pursuant to that certain Distribution Agreement dated as of December 31, 2009 (the "Intellectual Property").
2. Subsidiary hereby accepts the contributions, transfers, conveyances, assignments and deliveries of the Intellectual Property.
3. At any time or from time to time after the date hereof, at Subsidiary's request and without further consideration, Parent shall execute and deliver to Subsidiary such other instruments of contribution, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Subsidiary may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Subsidiary any of the Intellectual Property and to confirm Subsidiary's ownership of the Intellectual Property.
4. This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of the date first above written.

KIMBERLY-CLARK CORPORATION


By: 
Name: Mark A. Butthman
Title: Senior Vice President &
Chief Financial Officer

KIMBERLY-CLARK WORLDWIDE, INC.

By: 
Name: Mark A. Butthman
Title: Chairman of the Board,
President & Chief Executive Officer

