

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
ASSOCIATED HYGIENIC PRODUCTS, LLC	05/25/2011

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, Agent
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328

PROPERTY NUMBERS Total: 33

Property Type	Number
Patent Number:	5622581
Patent Number:	5536350
Patent Number:	5769836
Patent Number:	5643243
Patent Number:	5938649
Patent Number:	5944705
Patent Number:	6602234
Patent Number:	7247152
Patent Number:	7172582
Patent Number:	6790202
Patent Number:	6794557
Application Number:	12069928
Application Number:	61410680
Patent Number:	2263223
Patent Number:	7435244

CH \$1320.00 5622581

Patent Number:	D540044
Patent Number:	D544960
Application Number:	11751963
Patent Number:	D538544
Patent Number:	D620716
Application Number:	12395451
Patent Number:	D577817
Patent Number:	D577436
Patent Number:	D579560
Patent Number:	D597665
Patent Number:	D594980
Patent Number:	D594554
Patent Number:	D577818
Patent Number:	D580050
Patent Number:	D578213
Patent Number:	D578641
Patent Number:	D577819
Application Number:	12486044

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4048152231
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Correspondent Name: Carol Fraser, Paralegal
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Address Line 2: Paul, Hastings, Janofsky & Walker LLP
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NAME OF SUBMITTER:

Carol Fraser

Total Attachments: 11

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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 25th day of May, 2011, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Provider (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of May 25, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Associated Hygienic Products LLC, a Delaware limited liability company ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Amended and Restated Security Agreement, dated as of May 25, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Provider, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and the Bank Product Provider, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral");

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing (but in any event within ten (10) Business Days) to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full

in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**


11. Intercreditor Agreement. This Patent Security Agreement and the other Loan Documents are subject in all respects to the terms and conditions of the Intercreditor Agreement. In the event of any conflict between the provisions of the Intercreditor Agreement and the provisions of this Patent Security Agreement or any other Loan Document, the provisions of the Intercreditor Agreement shall govern and control between Agent and the Lenders, on the one hand, and Second Lien Term Loan Agent and Second Lien Term Loan Lenders, on the other hand.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**ASSOCIATED HYGIENIC PRODUCTS
LLC**, a Delaware limited liability company

By: 
Name: George H. JACKSON III
Title: President & CEO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: *Elliot Temple*
Name: *Elliot Temple*
Title: *Vice President*

SCHEDULE I

Patents

A. AHP Patents and Patent Applications			
Country	Title	Application No.	Patent No.
USA	Disposable garment with de-elasticized elastic members and method for making same	08/630,232	5622581
USA	Disposable garment with noodle cuff and method for manufacturing same	08/312,334	5536350
USA	Disposable garment with noodle cuff and method for manufacturing same	08/642,720	5769836
USA	Disposable diaper with cuff	08/519,321	5643243
USA	Absorbent articles with improved rash-preventing properties	08/853,267	5938649
USA	Absorbent articles with improved rash-preventing properties	08/923,195	5944705
USA	Disposable absorbent article with containment structure	09/502,323	6602234
USA	Disposable absorbent article with containment structure	09/418,902	7247152
USA	Disposable absorbent article with containment structure	10/879,597	7172582
USA	Disposable article with containment structure	10/378,368	6790202
USA	Disposable absorbent article employing an absorbent composite and method of making the same	09/615,978	6794557
USA	An elastic composite having dual elasticized regions and a system and method for making the elastic composite	12/069928	N/A
USA	Packaging of personal articles by banding bundles	61/410680	N/A
Canada	Disposable diaper with cuff	2263223	2263223

A. AHP Patents and Patent Applications

Country	Title	Application No.	Patent No.
Canada	Disposable absorbent article employing an absorbent composite and method of making the same	2379684	2379684
Canada	Disposable absorbent article with containment structure	2387792	2387792
Mexico	Absorbent articles with improved rash-preventing properties	PA/A/1998/003062	234053
Mexico	Disposable diaper with cuff	PA/A/1999/001519	216915
Mexico	Disposable absorbent article with containment structure	PA/A/2002/003808	253943
Mexico	Disposable absorbent article with containment structure	PA/A/2002/003809	255602
Germany	Disposable absorbent article with containment structure	00970813.2	EP1246593
EPO	Disposable absorbent article with containment structure	00970813.2	EP1246593
France	Disposable absorbent article with containment structure	00970813.2	EP1246593
United Kingdom	Disposable absorbent article with containment structure	00970813.2	EP1246593
Italy	Disposable absorbent article with containment structure	00970813.2	EP1246593
Malaysia	Disposable absorbent article employing an absorbent composite and method of making the same	PI 20003254	MY-136533-A

B. Arquest Patents and Patent Applications						
Country	Title	Application No.	Application Date	Patent No.	Grant Date	Status
United States	DIAPER DESIGN HAVING ZONES OF REDUCED STIFFNESS AND CONTINUOUS BREATHABILITY	10/612,601	7/1/2003	7,435,244	10/14/2008	ISSUED
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/225,172	3/14/2005	D540,044	4/10/2007	ISSUED
United States	SAG PREVENTION FEATURE FOR A DISPOSABLE BABY DIAPER OR ADULT DIAPER					OPENED
United States	FASTENER TAB FOR AN ABSORBENT ARTICLE (9 ARCS)	29/222,206	1/28/2005	D544960	6/19/2007	ISSUED
United States	WETNESS INDICATOR HAVING A MASKED PATTERN	11/751,963	5/22/2007			PENDING
Canada	FASTENER TAB FOR AN ABSORBENT ARTICLE	112076	7/27/2005	112076	2/20/2007	ISSUED
Canada	FASTENER TAB FOR AN ABSORBENT ARTICLE (9 ARCS)	112075	7/27/2005	112075	2/20/2007	ISSUED
Canada	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	112658	9/14/2005	112658	11/14/2007	ISSUED
Mexico	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	PA/F/2005/001379	9/14/2005	21785	11/7/2006	ISSUED

B. Arquest Patents and Patent Applications						
Country	Title	Application No.	Application Date	Patent No.	Grant Date	Status
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/259,409	5/8/2006	D538,544	3/20/2007	ISSUED
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/269,090	11/20/2006	D620,716	8/3/2010	ISSUED
United States	ABSORBENT ARTICLES WITH COMMON CHARACTER GRAPHIC	12/395,451	2/27/2009			PUBLISHED
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/304,588	3/5/2008	D577,817	9/30/2008	ISSUED
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/304,589	3/5/2008	D577,436	9/23/2008	ISSUED
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/304,590	3/5/2008	D579,560	10/28/2008	ISSUED
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/304,591	3/5/2008	D597,665	8/4/2009	ISSUED
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/304,595	3/5/2008	D594980	6/23/2009	ISSUED
United States	ABSORBENT ARTICLE WITH PRINTED PATTERN	29/304,597	3/5/2008	D594554	6/16/2009	ISSUED
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/304,598	3/5/2008	D577,818	9/30/2008	ISSUED
United States	PRINTED PATTERN FOR AN	29/304,601	3/5/2008	D580050	11/4/2008	ISSUED

B. Arquest Patents and Patent Applications						
Country	Title	Application No.	Application Date	Patent No.	Grant Date	Status
	ABSORBENT ARTICLE					
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/304,604	3/5/2008	D578,213	10/7/2008	ISSUED
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/304,605	3/5/2008	D578,641	10/14/2008	ISSUED
United States	PRINTED PATTERN FOR AN ABSORBENT ARTICLE	29/304,607	3/5/2008	D577,819	9/30/2008	ISSUED
United States	HYBRID STRETCH EAR AND ABSORBENT ARTICLE HAVING THE SAME	12/486,044	6/17/2009			PUBLISHED
Canada	HYBRID STRETCH EAR AND ABSORBENT ARTICLE HAVING THE SAME	2,669,462	6/17/2009			PENDING
Mexico	HYBRID STRETCH EAR AND ABSORBENT ARTICLE HAVING THE SAME	MX/a/2009/0066522	6/17/2009			PENDING

Patent Licenses

A. AHP Licenses

1. Patent License Agreement dated March 8, 2010 between The Procter & Gamble Company and Borrower
2. Agreement dated February 9, 2010 between Kimberly-Clark Worldwide, Inc. and Borrower
3. Technology Transfer Agreement dated on or about May 25, 2011 between DSG Technology Holdings Limited and Borrower

B. Arquest Licenses

1. Canadian Robertson License Agreement dated June 23, 2004 between Arquest, Inc. and The Proctor & Gamble Company regarding Canadian Patent 1,340,874 issued to Robertson et al. on 1/11/2000
2. License Agreement dated April 12, 2007 between Arquest, Inc. and The Proctor & Gamble Company regarding European Patent No. 573,586, issued on 5/7/1997; European Patent No. 233, 704 issued on 7/15/1992; and European Patent No. 967,953 issued on 9/4/2002
3. License Agreement dated June 30, 2009 between Arquest, Inc. and Kimberly-Clark Worldwide, Inc. and Kimberly-Clark Global Sales, LLC regarding U.S. Patent No. 6,307,119 to Cammarota et al, issued on 10/23/2001; U.S. Patent No. 6,297,424 to Olson et al., issued on 10/2/2001; U.S. Patent No. 6,635,797 to Olson et al., issued on 10/21/2003; and U.S. Patent Application Serial No. 09/928,785 (*never issued as a patent*)
4. License Agreement dated April 28, 1998 between Arquest, Inc. and The Proctor & Gamble Company regarding Canadian Patent No. 1,311,879 issued to Lawson on 12/29/1992 (*Procter & Gamble alleges that this patent has not expired under Canadian Law*); Canadian Patent No. 1,290,501 issued to Drago on 10/15/1991; (*Procter & Gamble alleges that this patent has not expired under Canadian Law*); Canadian Patent No. 1,175,602 to Aziz et al. on 10/09/1984; Canadian Patent No. 1,216,702 issued to Buell on 1/20/1987