508675970 07/29/2024

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI392559

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Kimberly-Clark Worldwide, Inc.	07/01/2024

#### **RECEIVING PARTY DATA**

Company Name:	Ansell Healthcare Products LLC
Street Address:	111 WOOD AVENUE SOUTH
Internal Address:	2nd Floor
City:	ISELIN
State/Country:	NEW JERSEY
Postal Code:	08830

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	18257124

#### **CORRESPONDENCE DATA**

**Fax Number:** 7329357122

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 7329357100

Email: Izaveta@mtiplaw.com
Correspondent Name: Leonard P. Linardakis
Address Line 1: 1040 Broad Street

Address Line 2: Suite 103

Address Line 4: Shrewsbury, NEW JERSEY 07702

ATTORNEY DOCKET NUMBER:	KCP002
NAME OF SUBMITTER:	Linda Zaveta
SIGNATURE:	Linda Zaveta
DATE SIGNED:	07/29/2024

#### **Total Attachments: 4**

source=Assignment - KCP to Ansell#page1.tiff source=Assignment - KCP to Ansell#page2.tiff source=Assignment - KCP to Ansell#page3.tiff source=Assignment - KCP to Ansell#page4.tiff

> PATENT REEL: 068111 FRAME: 0051

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#### INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment"), entered into as of July 1, 2024 (the "Effective Date"), by and between Kimberly-Clark Worldwide, Inc., a Wisconsin corporation with an address at 2100 Winchester Road, Neenah, Wisconsin 54956 ("Assignor"), and Ansell Healthcare Products LLC, a Delaware limited liability company with an address at 111 Wood Avenue South, 2nd Floor, Iselin, New Jersey 08830 ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties." Capitalized terms used but not defined herein have the meanings given to them in the Purchase Agreement (as defined below).

#### RECITALS

WHEREAS, on April 7, 2024, Kimberly-Clark Corporation, the parent of Assignor ("Seller"), and Assignee entered into that certain Asset Purchase Agreement (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Assignee, the Business Intellectual Property set forth on Attachment A attached hereto (collectively, the "Assigned IP");

WHEREAS, Assignee wishes to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Assigned IP; and

WHEREAS, in connection with the Closing, Assignor and Assignee desire to execute and deliver this IP Assignment pursuant to, and in accordance with, Section 2.6(b) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

#### **AGREEMENT**

- 1. <u>Transfer of Assigned IP</u>. Upon the terms and subject to the conditions of the Purchase Agreement, on the date hereof, Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor's right, title and interest in and to the Assigned IP; (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing; and (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.
- 2. <u>Further Assurances</u>. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Assignor hereby

PATENT REEL: 068111 FRAME: 0052 authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and any other Governmental Authority to record and register this Assignment upon request by Assignee.

- Binding Effect; Relationship to Purchase Agreement; Entire Agreement. This IP Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns in accordance with the Purchase Agreement (including, for the avoidance of doubt, Section 5.17 of the Purchase Agreement). Nothing in this IP Assignment, whether express or implied, is intended or shall be construed to confer upon or give to any person other than the parties and their respective successors and permitted assigns any rights, remedies or other benefits under or by reason of this IP Assignment. This IP Assignment is made pursuant to. and is subject to the terms of, the Purchase Agreement and is an "Ancillary Agreement" within the terms of the Purchase Agreement. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of, or alter any right, liability or obligation arising under, the Purchase Agreement. To the extent that any provision of this IP Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern. This IP Assignment, together with the Purchase Agreement and the other agreements described in the Purchase Agreement, constitutes the entire understanding of the parties with respect to the subject matter hereof and thereof, and supersedes any prior agreements or understanding, written or oral, between the parties with respect to such subject matter.
- 4. <u>Tax Status</u>. To the extent Assignee is being assigned any Non-U.S. IP, Assignee represents and warrants that it is neither (i) a "United States person" (within the meaning of Section 7701(a)(30) of the Code nor (ii) a disregarded entity whose regarded owner is a "United States person" (within the meaning of Section 7701(a)(30) of the Code).
- 5. Other Provisions. The provisions of Sections 10.3 (Amendment and Modification); 10.4 (Waiver; Extension); 10.5 (Notices); 10.6 (Interpretation); 10.9 (Governing Law); 10.10 (Submission to Jurisdiction); 10.16 (Severability); 10.18 (Counterparts); 10.19 (Electronic Signature); and 10.21 (No Presumption Against Drafting Party) of the Purchase Agreement shall apply to this IP Assignment mutatis mutandis.

Signature pages follow.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this IP Assignment as of the day and year first above written.

### <u>ASSIGNOR</u>

# KIMBERLY-CLARK WORLDWIDE, INC.

By: Name: Courtney J. Roane

Title: Vice President & Secretary

**ASSIGNEE** 

ANSELL HEALTHCARE PRODUCTS LLC

By: Name: Michael J. Gilleece

Title: SVP General Counsel

TARA M. SIMUN
NOTARY PUBLIC OF NEW JERSEY
Commission # 2386150
My Commission Expires 7/21/2024

3

# Attachment A Patent and Designs

Title	Legal Owner	Country	Publn/Patent No.	Туре	Status
ntegrated Mask and Hood	Kimberly-Clark Worldwide, Inc.	United States	D735846	Design	Patent
ntegrated Mask and Hood	Kimberly-Clark Worldwide, Inc.	United States	D764050	Design	Patent
Disposable Respirator	Kimberly-Clark Worldwide, Inc.	United States	20230232917	Utility	Application
Face Mask	Kimberly-Clark Worldwide, Inc.	United States	11678702	Utility	Patent
Facemask Dispenser	Kimberly-Clark Worldwide, Inc.	United States	US/20240025628	Utility	Application
Protective Sleeve and Glove Combination	Kimberly-Clark Worldwide, Inc.	United States	D668820	Design	Patent
Cut Resistant Glove and Apparel	Kimberly-Clark Worldwide, Inc.	United States	7788737	Utility	Patent
Elastomeric Articles Having a Welded Seam That Possess Strength	Kimberly-Clark Worldwide, Inc.	United States	8566965	Utility	Patent
Elastomeric Glove and Method of Fabrication	Kimberly-Clark Worldwide, Inc.	United States	20220256953	Utility	Application
Elastomeric Articles Having a Welded Seam Made From a Multi-layer Film	Kimberly-Clark Worldwide, Inc.	United States	9707715	Ütility	Patent
Protective Apparel With Angled Stretch Panel	Kimberly-Clark Worldwide, Inc.	United States	10863783	Utility	Patent
Protective Apparel With Angled Stretch Panel	Kimberly-Clark Worldwide, Inc.	United States	D704417	Design	Patent
Protective Apparel With Angled Stretch Panel	Kimberly-Clark Worldwide, Inc.	United States	D779157	Design	Patent
Protective Apparel With Angled Stretch Panel	Kimberly-Clark Worldwide, Inc.	United States	D800995	Design	Patent
abel	Kimberly-Clark Worldwide, Inc.	United States	D877809	Design	Patent
asy Donning Garment	Kimberly-Clark Worldwide, Inc.	United States	7841020	Utility	Patent
asy Donning Garment	Kimberly-Clark Worldwide, Inc.	United States	10729189	Utility	Patent
asy Donning Garment	Kimberly-Clark Worldwide, Inc.	United States	9265292	Utility	Patent
Disposable Protective Footwear Covers	Kimberly-Clark Worldwide, Inc.	United States	D785912	Design	Patent
rotective Sleeve	Kimberly-Clark Worldwide, Inc.	United States	D675383	Design	Patent
rotective Sleeve	Kimberly-Clark Worldwide, Inc.	United States	D668396	Design	Patent
rotective Apparel	Kimberly-Clark Worldwide, Inc.	United States	29/851555	Design	Application
yewear With Attachment eatures	Kimberly-Clark Worldwide, Inc.	United States	7488068	Utility	Patent
leadgear	Kimberly-Clark Worldwide, Inc.	United States	11583706	Utility	Patent
yewear Component	Kimberly-Clark Worldwide, Inc.	United States	D619161	Design	Patent
yewear	Kimberly-Clark Worldwide, Inc.	United States	D845381	Design	Patent
apor Barrier Attachment For yewear	Kimberly-Clark Worldwide, Inc.	United States	7475982	Utility	Patent
Vire Clip of Glasses	Kimberly-Clark Worldwide, Inc.	United States	29/884,684	Design	Application
ridge Structure for Glasses and ose Pad Thereof	Kimberly-Clark Worldwide, Inc.	United States	7314277	Utility	Patent
nage Analysis System for etecting Personal Protective quipment	Kimberly-Clark Worldwide, Inc.	United States	8208681	Utility	Patent
ombination Valve and Buckle et for Disposable Respirators	Kimberly-Clark Worldwide, Inc.	United States	D746439	Design	Patent

PATENT REEL: 068111 FRAME: 0055

RECORDED: 07/29/2024