

04-11-2001



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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3-28-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Drypers Corporation

Execution Date
Month Day Year
03 / 14 / 2001

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Associated Hygienic Products LLC

DBA/AKATA _____

Composed of _____

Address (line 1) 4455 Green River Parkway

Address (line 2) _____

Address (line 3) Duluth

City

Georgia

State/Country

30096

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other limited liability company

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization Delaware

04/11/2001 TDIAZ1 00000053 76085233

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 575.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002268 FRAME: 0010

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="76-085,233"/>	<input type="text" value="76-052,343"/>	<input type="text" value="75-655,920"/>	<input type="text" value="2,211,297"/>	<input type="text" value="2,289,580"/>	<input type="text" value="2,369,292"/>
<input type="text" value="75-866,498"/>	<input type="text" value="75-464,803"/>	<input type="text" value="75-528,342"/>	<input type="text" value="1,712,975"/>	<input type="text" value="1,832,155"/>	<input type="text" value="1,734,785"/>
<input type="text" value="75-942,769"/>	<input type="text" value="76-093,917"/>	<input type="text" value="76-001,484"/>	<input type="text" value="2,166,599"/>	<input type="text" value="1,678,490"/>	<input type="text" value="619,113"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

CHRISTINE LENT

Name of Person Signing

Christine Lent

Signature

3/22/01

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75-772,815	75-803,369	75-857,665
76-052,342	75-159,815	

375,455		

ASSIGNMENT

WHEREAS, Drypers Corporation (“*Assignor*”), a Delaware corporation, is the owner of the following Trademarks and Service Marks for which applications are pending in the United States Patent and Trademark Office:

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>Date of Filing</u>
AFFINITY	75/655,920	03/08/1999
BABY'S CHOICE	75/866,498	12/07/1999
BABY'S DELIGHT	76/085,233	07/05/2000
DINOBABY	75/464,803	04/09/1998
DRY-LOCK	75/942,769	03/13/2000
DRY-LOCK	75/528,342	07/31/1998
DRYPERS PULL ONS	76/093,917	07/21/2000
GENTLE DRY	76/001,484	03/16/2000
IT'S MORE THAN A DIAPER, IT'S DRYPERS	75/803,369	09/20/1999
NEXT STEP	75/159,815	09/03/1996
QUICKDRI	75/772,815	08/11/1999
TOTTERS	76/052,343	05/18/2000
SMARTY PANTS	75/857,665	11/24/1999
TOTTERS	76/052,342	05/18/2000

WHEREAS, Drypers Corporation (“*Assignor*”), a Delaware corporation, is the owner of the following Trademarks and Service Marks now registered in the United States Patent and Trademark Office:


<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
DRYPER	375,455	02/20/1940
DRYPER	619,113	01/10/1956
DRYPERS	1,734,785	11/24/1992
DRYPERS (WIPES)	2,211,297	12/15/1998
DRYPERS BIG GIRL	1,832,155	04/19/1994
GERM GUARD	2,369,292	07/18/2000
TENDERSTRETCH	2,166,599	06/16/1998
ULTRACARE	1,712,975	09/08/1992
ULTRACARE	2,289,580	10/26/1999
WEE-FITS	1,678,490	03/10/1992

WHEREAS, Associated Hygienic Products LLC, ("*Assignee*"), a Delaware limited liability company having its principal offices at 4456 River Green Parkway, Duluth, Georgia 30096, is desirous of acquiring said registered Trademarks and Service Marks and said Trademark and Service Mark applications.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Drypers Corporation hereby assigns to Associated Hygienic Products, LLC, any and all of its right, title and interest in the United States in and to said Trademarks, Service Marks, Trademark registrations, Service Mark registrations, Trademark applications and Service Mark applications, together with the goodwill of the business symbolized by said Trademarks and Service Marks.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized officer this 14th day of March, 2001.

DRYPERS CORPORATION

By: 

Title: Chairman & CEO

STATE OF TEXAS

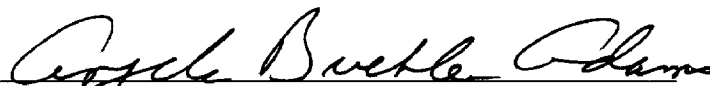
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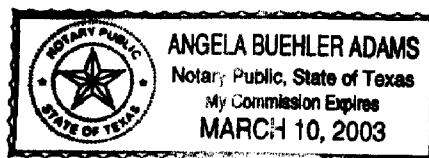
COUNTY OF HARRIS

Before me, a Notary Public, on this day personally appeared Walter V. Kemp, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Drypers Corporation, and that s/he has executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of March, 2001.

(SEAL)


Notary Public in and for the State of Texas



ASSIGNMENT AGREEMENT

Pursuant to this Assignment Agreement ("*Assignment*"), effective as of the 14th day of March, 2001, by and between Drypers Corporation, (hereinafter "*Assignor*"), a corporation organized and existing under the laws of Delaware and having a usual place of business at 5300 Memorial, Suite 900, Houston, Texas 77007, and Associated Hygienic Products LLC, a Delaware limited liability company having a usual place of business at 4456 River Green Parkway, Duluth, Georgia 30096 (hereinafter "*Assignee*"), the parties hereby agree as follows:

RECITALS

WHEREAS, Assignor and Assignee have executed an Asset Purchase Agreement, dated February 20, 2001 ("*Agreement*"), pursuant to which Assignee is the purchaser of the Domestic Purchased Assets (as defined therein), including but not limited to any rights that Assignor owns in and to the intellectual property listed on Exhibit A ("*Intellectual Property*"), attached hereto and incorporated by reference; and

NOW, THEREFORE, Assignor and Assignee hereby agree to set forth the terms and conditions of the assignment of the Intellectual Property from Assignor to Assignee in this Assignment.

I. ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby mutually acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives the whole of whatever right, title, and interest Assignor may have in and to the Intellectual Property together with the whole of whatever right, title, and interest Assignor may have in and throughout the United States of America, its territories and all foreign countries, in and to any Technology used in the business of Assignor; said Intellectual Property to be held and enjoyed by Assignee under the terms of this Assignment. Such assignment shall also include any copyrights held by Assignor, together with the right to secure renewals and extensions of such copyrights throughout the world, for the full term of said copyrights and any renewal extensions of same that is or may be granted throughout the world in said copyrights. Assignor also hereby conveys the whole of any and whatever rights Assignor may have arising under or pursuant to any and all national or international agreements, treaties or laws relating to the protection or enforcement of said rights, titles, or interests in or to said Intellectual Property. Assignor hereby further conveys any and all goodwill associated with the Trademarks (as defined in the Agreement) to Assignee. "*Technology*" for the purposes of this provision shall include any technology, trade secrets, software, know how and any other proprietary rights.

II. LICENSES

Assignee hereby acknowledges and agrees that this Assignment of the Intellectual Property is subject to various licenses from Assignor to third parties listed on Exhibit B ("*Third Party Licenses*"), attached hereto and incorporated by reference. Assignee agrees to abide by all of the terms and conditions of such Third Party Licenses. Pursuant to such Third Party Licenses, Assignee acknowledges that it shall not have the right to utilize the Trademarks within the Geographic Areas set forth on Exhibit B.

Assignee further acknowledges and agrees that this Assignment of the Intellectual Property is subject to various third party licenses to Assignor, listed on Exhibit C, the terms and conditions of which control as to the rights of Assignee in the licensed portions of the Intellectual Property.

Assignee further agrees to assume all of Assignor's obligations related to assignment of certain trademarks under Section 9.11 of the Agreement for a period of one-hundred and twenty (120) days after the Closing. Assignee also agrees that when a sale of Assignor's stock or substantially all of the assets of Assignor's South American and Central American affiliates occurs Assignee shall grant such purchaser a license to the Patent Cooperative Treaty patents listed on Exhibit A and the right to file any available National Phase Applications in the purchaser's name in any country within Central America (specifically excluding Mexico) and South America. Such sale is currently planned to Stronger Corporation, S.A.

Assignee hereby grants Assignor a royalty-free, non-exclusive, fully-paid, transferable, reservation, right, privilege and license (including the right to sublicense to its Affiliates) to the Intellectual Property to make, have made, use, import, sell, have sold and market disposable baby diapers, training pants, undergarments and pre-moistened baby wipes. Such license shall terminate upon the final closing of all of the sales of the manufacturing plants or facilities of Assignor, including but not limited to the sales currently planned to Stronger Corporation, S.A. or Drypers Malaysia Sdn Bhd or their assignees.

III. OUTSTANDING CLAIMS

Assignee hereby acknowledges and agrees that there are pending claims and actions related to portions of the Intellectual Property, including those listed on Exhibit D, attached hereto and incorporated by reference, and Assignee agrees to accept all responsibility for any of its use of the Intellectual Property after the date of this Assignment.

IV. PATENT APPLICATION ASSIGNMENTS

Assignor hereby further assigns any and all of its rights and interests in and to any pending patent applications through the Patent Application Assignments set forth in Exhibit E, attached hereto and incorporated by reference.

V. PATENT ASSIGNMENTS

Assignor hereby further assigns any and all of its rights and interests in and to any of the Patents (as listed on Exhibit A) through the Patent Assignments set forth in Exhibit F, attached hereto and incorporated by reference.

VI. TRADEMARK ASSIGNMENTS

Assignor hereby further assigns any and all of its rights and interests in and to any of the Trademarks (as listed on Exhibit A) through the Trademark Assignment set forth in Exhibit G, attached hereto and incorporated by reference.

VII. INTERNET DOMAIN NAMES

Assignor further transfers and conveys the following Internet domain names to Assignee: drypers.com, dribottoms.com, diaperdoctor.com, drdiaper.com, drbottoms.com, docbottoms.com, diaperdoc.com, docdiapers.com, docbottom.com, drypers-intl.com. Such transfers shall be pursuant to the Registrant Name Change Agreement forms attached hereto as Exhibit H and incorporated by reference. Assignee shall have the obligation to file such completed forms with Network Solutions, Inc. within thirty days after the date of this Assignment.

VIII. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS

ALL OF THE INTELLECTUAL PROPERTY IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE OWNERSHIP OR AUTHORITY OF ASSIGNOR TO GRANT SUCH ASSIGNMENT. ASSIGNEE ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY AND HAS PERFORMED SUFFICIENT DUE DILIGENCE AND EXAMINATION OF THE INTELLECTUAL PROPERTY TO ACCEPT THIS CONDITION OF ASSIGNMENT.

IX. MISCELLANEOUS

Waiver. No waiver by either party, express or implied, or any breach of any term, condition, or obligation of this Agreement by either party shall be construed as a waiver of any subsequent breach of any term, condition, or obligation of this Agreement, whether of the same or different nature.

Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or delivered by messenger or air courier, to the party to whom such notice is required or permitted to be given at its address set forth as follows:

If given to Assignor:

Drypers Corporation
c/o Haynes and Boone, LLP
Attn: Lenard Parkins, Esq.
1000 Louisiana, Suite 4300
Houston, Texas 77002
Telecopy: 713-547-2600

If given to Assignee:

Peter Chang
Associated Hygienic Products LLC
4456 River Green Parkway
Duluth, GA 30096
Telecopy: 770-497-9800

Any such notice shall be considered given when delivered, as indicated by signed receipt of other written delivery record. A party may change that address to which notice to it is to be given by notice as provided herein.

Assignability. This Assignment may be assigned or transferred by either party hereto without the prior written consent of the other party. The parties agree to provide notice to the other party of any assignment or transfer.

Entire Understanding/Amendment. This Assignment constitutes the entire understanding and agreement between the parties, and supersedes all previous agreements (whether written or oral) concerning the Intellectual Property and Trademarks. This Assignment shall not be modified, amended, or supplemented except by a written document executed by both parties.

Severability. The invalidity or unenforceability of any paragraph or provision of this Assignment shall not affect the validity or enforceability of any one or more of the other paragraphs or provisions.

Choice of Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of Texas without reference to its conflict of laws provisions.

Counterparts. This Assignment may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date set forth below.

DRYPERS CORPORATION

ASSOCIATED HYGIENIC PRODUCTS LLC

By: [Signature]

By: [Signature]

Name: WALTER V. KLEMP

Name: PETER CITANG

Title: ~~CHAIRMAN~~ : CEO

Title: PRESIDENT

STATE OF TEXAS

§

COUNTY OF HARRIS

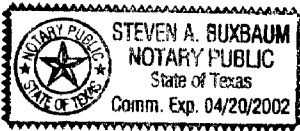
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Before me, a Notary Public, on this day personally appeared WALTER V. KLEMP, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Drypers Corporation, and that s/he has executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of MARCH, 2001.

(SEAL)



[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS

§

COUNTY OF HARRIS

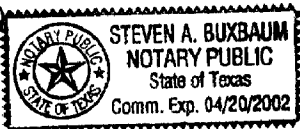
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Before me, a Notary Public, on this day personally appeared PETER CITANG, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Associated Hygienic Products, LLC, and that s/he has executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of MARCH, 2001.

(SEAL)



[Signature]
Notary Public in and for the State of Texas

EXHIBIT A

INTELLECTUAL PROPERTY

Licenses of Third-Party Intellectual Property

1. U.S. License Agreement dated December 13, 2000, by and between Drypers Corporation and The Procter & Gamble Company.
2. Canadian License Agreement dated December 13, 2000, by and between Drypers Corporation and The Procter & Gamble Company.
3. Term Sheet for Settlement by and between Drypers Corporation and The Procter & Gamble Company.
4. Settlement Agreement dated June 7, 1994 by and between Drypers Corporation and Kimberly-Clark Corporation.
5. License Agreement dated November 1, 1996 between Kimberly Clark and Drypers Corporation with respect to Kimberly Clark's Enloe family of patents (U.S. Patents No. 4,704,116; No. 4,846,823; No. 5,413,570; and No. 5,415,644 and any U.S. reissues and reexaminations thereof; and any U.S. Patent issued pursuant to U.S. Patent Application Serial No. 07/310,106 and/or any U.S. continuations, divisionals, continuations-in-part, reissues and reexaminations of Serial No. 07/310,106).
6. Software License and Services Agreement dated March 23, 1998 by and between Drypers Corporation and PeopleSoft USA, Inc.

Drypers' Patent List

Country	Patent Title	Owner	Status in Patent Office	Registration/ Filing Date	Registration Number
Australia	(UNICUFF 2) DISPOSABLE ABSORBENT ARTICLES WITH IMPROVED LIQUID ABSORPTION AND RETENTION	Drypers	Pending	07/13/1999	UNKNOWN
Australia	D-5841 (UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Granted	717826	07/20/2000
Canada	(UNICUFF 2) DISPOSABLE ABSORBENT ARTICLES WITH IMPROVED LIQUID ABSORPTION AND RETENTION	Drypers	Pending	07/13/1999	UNKNOWN
Canada	D-5841(UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Pending	08/29/1996	2263223
European Patent	(UNICUFF 2) DISPOSABLE ABSORBENT ARTICLES WITH IMPROVED LIQUID ABSORPTION AND RETENTION	Drypers	Pending	07/13/1999	99937235.2
European Patent	D-5841 (UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Pending	08/29/1996	96929811.6
Malaysia	DISPOSABLE ABSORBENT ARTICLE EMPLOYING AN ABSORBENT COMPOSITE, AND METHOD OF MAKING THE SAME	Drypers	Pending	07/17/2000	PI20003254
Malaysia	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	10/10/2000	PI20004729
Malaysia	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	10/10/2000	PI20004730
Malaysia	DISPOSABLE ABSORBENT GARMENT HAVING STRETCHABLE SIDE WAIST REGIONS	Drypers	Pending	12/17/1999	UNKNOWN
Mexico	(UNICUFF 2) DISPOSABLE ABSORBENT ARTICLES WITH IMPROVED LIQUID ABSORPTION AND RETENTION	Drypers	Pending	07/13/1999	UNKNOWN
Mexico	ABSORBENT ARTICLES WITH IMPROVED RASH-PREVENTING PROPERTIES	Drypers	Pending	04/17/1998	9803062
Mexico	D-5841(UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Pending	08/29/1996	9901519
Patent Cooperative	D-5841 (UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Pending	08/29/1996	US96/13944
Patent Cooperative	DISPOSABLE ABSORBENT ARTICLE EMPLOYING AN ABSORBENT COMPOSITE, AND METHOD OF MAKING THE SAME	Drypers	Pending	07/14/2000	US00/19493
Patent Cooperative	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	10/12/2000	US00/28169
Patent Cooperative	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	10/12/2000	US00/28167
Patent Cooperative	DISPOSABLE ABSORBENT GARMENT HAVING STRETCHABLE SIDE WAIST REGIONS	Drypers	Pending	11/22/1999	US99/27740
United States	(UNICUFF 2) DISPOSABLE ABSORBENT ARTICLES WITH IMPROVED LIQUID ABSORPTION AND RETENTION	Drypers	Pending	07/20/1998	09/119,108
United States	ABSORBENT ARTICLES WITH IMPROVED RASH-PREVENTING PROPERTIES	Drypers	Granted	5,938,649	08/17/1999
United States	ABSORBENT ARTICLES WITH IMPROVED RASH-PREVENTING PROPERTIES	Drypers	Granted	5,944,705	08/31/1999
United States	D-5119 TAPELESS SUPER-ABSORBENT DISPOSABLE DIAPER	Drypers	Granted	5,019,069	05/28/1991
United States	D-5119 TAPELESS SUPER-ABSORBENT DISPOSABLE DIAPER	Drypers	Granted	5,176,669	01/05/1993

Drypers' Patent List

Country	Patent Title	Owner	Status in Patent Office	Registration/ Filing Date	Registration Number
United States	D-5646 DISPOSABLE GARMENT WITH DE-ELASTICIZED ELASTIC MEMBERS AND METHOD FOR MAKING SAME	Drypers	Granted	5,622,581	04/22/1997
United States	D-5653 DISPOSABLE GARMENT WITH NOODLE CUFF AND METHOD FOR MANUFACTURING THE SAME	Drypers	Granted	5,536,350	07/16/1996
United States	D-5653 DISPOSABLE GARMENT WITH NOODLE CUFF AND METHOD FOR MANUFACTURING THER	Drypers	Granted	5,769,836	06/23/1998
United States	D-5841 (UNICUFF 1) DISPOSABLE DIAPER WITH CUFF	Drypers	Granted	5,643,243	07/01/1997
United States	DISPOSABLE ABSORBENT ARTICLE EMPLOYING AN ABSORBENT COMPOSITE, AND METHOD OF MAKING THE SAME	Drypers	Pending	07/14/2000	09/615,978
United States	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	10/15/1999	09/418,902
United States	DISPOSABLE ABSORBENT ARTICLE WITH CONTAINMENT STRUCTURE	Drypers	Pending	02/11/2000	09/502,323
United States	DISPOSABLE ABSORBENT GARMENT HAVING STRETCHABLE SIDE WAIST REGIONS	Drypers	Pending	12/18/1998	09/215,473
United States	DISPOSABLE ABSORBENT GARMENT SUCH AS A DIAPER OR TRAINING PANTS AND A PROCESS OF MAKING THE SAME	Drypers	Pending	05/30/2000	09/580,282
United States	SYSTEM AND PROCESS FOR MAKING A DISPOSABLE ABSORBENT GARMENT SUCH AS A DIAPER OR TRAINING PANTS	Drypers	Pending	05/30/2000	09/580,066

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Afghanistan	DRYPERS	Drypers	Registered	5172	01/13/1996	16
Albania	DRYPERS	Drypers	Registered	6776	02/11/1998	16
Algeria	DRYPERS	Drypers	Registered	53823	11/24/1997	16
Armenia	DRYPERS	Drypers	Registered	2397	10/03/1997	16
Austria	DRYPERS	Drypers	Registered	154443	09/16/1994	
Azerbaijan	DRYPERS	Drypers	Registered	990016	01/05/1999	16
Belarus	DRYPERS	Drypers	Registered	7638	12/18/1997	16

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Benelux	DRYPERS	Drypers	Registered	584712	07/05/1995	25
Bhutan	DRYPERS	Drypers	Pending	BT/M/98/01332	04/06/1998	16
Bosnia-Herzegov	DRYPERS	Drypers	Pending	Z211A	11/06/1995	16
Bulgaria	DRYPERS	Drypers	Registered	27989	03/27/1996	16
Canada	BABY'S CHOICE	Drypers	Registered	374815	10/26/1990	
Canada	BABY'S DELIGHT	ULTRA/Drypers	Registered	407387	01/29/1993	
Canada	COMFEES	ULTRA/Drypers	Registered	418544	10/22/1993	0
Canada	DRY-LOCK	Drypers	Pending	1054848	04/12/2000	16
Canada	DRYPERS	Drypers	Registered	TMA385758	06/14/1991	0
Canada	DRYPERS	Drypers	Registered	440746	03/24/1995	25
Canada	DRYPERS	Drypers	Registered	516,254	09/14/1999	3
Canada	DRYPERS & DESIGN	Drypers	Registered	TMA385300	05/31/1991	0
Canada	DRYPERS BIG GIRL	Drypers	Pending	1051216	03/17/2000	16
Canada	GENTLE DRY	Drypers	Pending	1054850	04/12/2000	16
Canada	NEXT STEP	Drypers	Pending	1051217	03/17/2000	16
Canada	PANDA PALS	ULTRA/Drypers	Registered	403285	10/02/1992	0
Canada	TENDERSTRETCH	Drypers	Pending	1054849	04/12/2000	16
Canada	ULTRACARE	ULTRA/Drypers	Registered	423573	02/25/1994	0
Canada	ULTRACARE & DESIGN	ULTRA/Drypers	Registered	403286	10/02/1992	0
Community Trade	DRYPERS	Drypers	Pending	907758	08/17/1998	3
Croatia	DRYPERS	Drypers	Registered	Z951193	05/03/1999	16
Czech Republic	DRYPERS	Drypers	Registered	206052	12/30/1997	16
Denmark	DRYPERS	Drypers	Registered	4153-1993	06/11/1993	16
Egypt	DRYPERS	Drypers	Registered	85810	10/23/1994	16
Finland	DRYPERS	Drypers	Registered	129232	11/22/1993	16
France	DRYPERS	Drypers	Registered	93452269	01/26/1993	16
France	DRYPERS	Drypers	Registered	1207850	05/12/1992	
Georgia	DRYPERS	Drypers	Registered	8132	01/23/1998	16
Germany	DRYPERS	Drypers	Registered	2052845	12/27/1993	16
Great Britain	DRYPERS	Drypers	Registered	1523546	05/12/1995	16
Great Britain	DRYPERS	Drypers	Registered	1215030	03/20/1984	16
Greece	DRYPERS	DrypersRS	Pending	141640	09/02/1999	16

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Guyana	DRYPERS	Drypers	Registered	15567A	07/05/1996	16
Hungary	DRYPERS	Drypers	Registered	147384	10/22/1997	16
Iceland	DRYPERS	Drypers	Registered	1246/96	11/25/1996	16
Indonesia	COMFEES	Drypers	Registered	409268	04/30/1997	16
Ireland	DRYPERS	Drypers	Registered	148429	11/12/1992	16
Israel	DRYPERS	Drypers	Registered	99210	01/07/1999	16
Italy	DRYPERS	Drypers	Registered	672300	03/12/1996	16
Jordan	DRYPERS	Drypers	Registered	31616	02/10/1993	16
Kazakstan	DRYPERS	Drypers	Registered	6119	09/24/1997	16
Kyrgyzstan	DRYPERS	Drypers	Registered	3623	08/30/1996	16
Latvia	DRYPERS	Drypers	Registered	M38013	08/20/1997	16
Lithuania	DRYPERS	Drypers	Registered	29009	08/25/1998	16
Macedonia	DRYPERS	Drypers	Registered	6625	05/13/1998	16
Mexico	BABY'S CHOICE	VMG	Registered	410368	04/04/1991	16
Mexico	CLASSIC PREMIUMS	Drypers	Registered	509635	06/30/1993	16
Mexico	COMFEE FITS	ULTRA/Drypers	Registered	409040	03/26/1992	16
Mexico	COMFEES	ULTRA/Drypers	Registered	468047	07/29/1994	16
Mexico	DRYPERS	Drypers	Registered	475282	09/28/1994	16
Mexico	DRYPERS	Drypers	Registered	517289	02/21/1996	16
Mexico	DRYPERS	Drypers	Registered	471456	08/29/1994	25
Mexico	DRYPERS	Drypers	Registered	586121	08/28/1998	3
Mexico	DRYPERS ECONOSEC PLUS	Drypers	Registered	609365	05/17/1999	16
Mexico	DRYPERS PREMIUM	Drypers	Registered	562446	10/31/1997	16
Mexico	DRYPERS PREMIUM TRIPROTEC	Drypers	Registered	642797	02/23/2000	16
Mexico	DRYPERS ULTRA	Drypers	Pending	305818	08/26/1997	16
Mexico	DRYPERS UNI	Drypers	Pending	232767	05/25/1995	16
Mexico	ULTRA CARE	ULTRA/Drypers	Registered	409041	03/26/1992	16
Mexico	ULTRA CARE	ULTRA/Drypers	Registered	447447	11/29/1993	5
Moldova	DRYPERS	Drypers	Registered	4504	07/17/1995	16
Mongolia	DRYPERS	Drypers	Registered	2371	05/28/1998	16
Morocco	DRYPERS	Drypers	Registered	60704	09/20/1996	16
Nigeria	DRYPERS	Drypers	Registered	53077	06/11/1993	16

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
Norway	DRYPERS	Drypers	Registered	160699	12/16/1993	16
O.A.P.I	DRYPERS	Drypers	Registered	40069	02/27/1998	16
Oman	DRYPERS	Drypers	Pending	8510	05/23/1993	16
Philippines	COMFEES	Drypers	Pending	114925	10/18/1996	16
Poland	DRYPERS	Drypers	Registered	102725	05/26/1998	16
Portugal	DRYPERS	Drypers	Registered	290327	05/24/1994	16
Qatar	DRYPERS	Drypers	Registered	10809	04/11/1999	16
Romania	DRYPERS	Drypers	Registered	7129	07/20/1995	16
Russian Federation	DRYPERS	Drypers	Registered	142261	05/17/1996	
Saudi Arabia	DRYPERS	Drypers	Registered	310/100	06/12/1994	16
Singapore	BABY'S CHOICE	VMG	Registered	6916/91	07/24/1991	16
Slovak Republic	DRYPERS	Drypers	Registered	182903	11/12/1998	16
Slovenia	DRYPERS	Drypers	Registered	9570926	08/19/1996	16
South Africa	DRYPERS	Drypers	Registered	91/10155	11/28/1991	25
South Africa	DRYPERS	Drypers	Registered	91/10154	11/28/1991	16
Spain	DRYPERS	Drypers	Pending	28422	06/16/1998	3
Sweden	DRYPERS	Drypers	Registered	255002	02/04/1994	16
Switzerland	DRYPERS	Drypers	Registered	404815	01/27/1993	16
Tajikistan	DRYPERS	Drypers	Registered	TJ4162	10/26/1999	16
Tangier	DRYPERS	Drypers	Registered	12.24	02/03/1999	0
Thailand	COMFEES	Drypers	Registered	Kor101041	02/13/1997	16
Thailand	DRYPERS UNI	Drypers	Registered	Kor68815	02/20/1998	16
Thailand	DRYPERS UNI & DEVICE	Drypers	Registered	Kor68800	02/20/1998	16
Thailand	DRYPERS UNI PLUS	Drypers	Registered	KOR111745	04/11/2000	16
Thailand	DRYPERS UNI PLUS (PACKAGING)	Drypers	Registered	KOR114738	03/26/1999	16
Thailand	UNI PLUS	Drypers	Pending	366829	08/10/1998	16
Tunisia	DRYPERS	Drypers	Registered	EE94.0051	06/30/1994	16
Turkey	DRYPERS	Drypers	Registered	174.183	06/25/1996	16
Ukraine	DRYPERS	Drypers	Pending	2000041484	04/12/2000	16
United Arab Emirates	DRYPERS	Drypers	Registered	1796	11/21/1993	16
United Arab Emirates	DRYPERS	Drypers	Registered	8867	11/28/1992	16
United States	AFFINITY	Drypers	Pending	75/655,920	03/08/1999	3

Drypers' Trademark List

Country	Trademark	Owner	Status in Trademark Office	Registration Number	Registration/ Filing Date	Classes
United States	BABY'S CHOICE	Drypers	Pending	75/866,498	12/07/1999	16
United States	BABY'S DELIGHT	Drypers	Pending	76/085,233	07/05/2000	3
United States	DINOBABY	Drypers	Pending	75/464,803	04/09/1998	16
United States	DRY-LOCK	Drypers	Pending	75/942,769	03/13/2000	16
United States	DRY-LOCK	Drypers	Pending	75/528,342	07/31/1998	16
United States	DRYPER	Drypers	Registered	375,455	02/20/1940	39
United States	DRYPER	Drypers	Registered	619,113	01/10/1956	39
United States	DRYPERS	Drypers	Registered	1,734,785	11/24/1992	16
United States	DRYPERS (WIPES)	Drypers	Registered	2,211,297	12/15/1998	3
United States	DRYPERS BIG GIRL	Drypers	Registered	1,832,155	04/19/1994	16
United States	DRYPERS PULL ONS	Drypers	Pending	76/093,917	07/21/2000	16
United States	GENTLE DRY	Drypers	Pending	76/001,484	03/16/2000	16
United States	GERM GUARD	Drypers	Registered	2,369,292	07/18/2000	5
United States	IT'S MORE THAN A DIAPER, IT'S DRYPERS	Drypers	Pending	75/803,369	09/20/1999	
United States	NEXT STEP	Drypers	Pending	75/159,815	09/03/1996	16
United States	QUICKDRI	Drypers	Pending	75/772,815	08/11/1999	16
United States	SMARTY PANTS	Drypers	Pending	75/857,665	11/24/1999	16
United States	TENDERSTRETCH	Drypers	Registered	2,166,599	06/16/1998	16
United States	TOTTERS	Drypers	Pending	76/052,342	05/18/2000	16
United States	TOTTERS	Drypers	Pending	76/052,343	05/18/2000	3
United States	ULTRACARE	Drypers	Registered	1,712,975	09/08/1992	5
United States	ULTRACARE	Drypers	Registered	2,289,580	10/26/1999	3
United States	WEE-FITS	VMG/Drypers	Registered	1,678,490	03/10/1992	16
Uzbekistan	DRYPERS	Drypers	Pending	MBGU9501367.3	07/31/1995	16
Yemen Arab	DRYPERS	Drypers	Registered	3354	08/03/1993	16

EXHIBIT B
THIRD PARTY LICENSES

Licenses of Company's Intellectual Property

1. Technology and Technical Support Agreement dated June 1, 2000, by and between Drypers Corporation, Productos de Higiene Infantil, S.A. de C.V. and Dinamica Industrial Empresarial, S.A. de C.V.
2. Trademark License Agreement dated June 1, 2000 by and between Drypers Corporation and Productos de Higiene Infantil, S.A. de C.V.
3. Patent License Agreement dated June 1, 2000, between Drypers Corporation and Productos de Higiene Infantil, S.A. de C.V.
4. Drypers Corporation has permitted use of its intellectual property by its Subsidiaries under informal arrangements not reduced to writing.
5. Drypers Corporation has extended to Kimberly-Clark a fully paid-up, non-exclusive license under Drypers U.S. Patent No. 5,622,581.
6. License Agreement dated March 7, 2001, between Drypers Corporation and Kimberly-Clark International S.A.
7. License Agreement dated March 12, 2001, between Drypers Corporation and Drypers Malaysia Sdn Bhd.

GEOGRAPHIC AREAS

Licensee

Geographic Areas

Kimberly – Clark International S.A.

Puerto Rico, Bermuda and the Caribbean, which means all countries, territories, political jurisdictions in the Caribbean Sea (excluding those which constitute part of North America, Mexico, Central America or South America), including without limitation the following: Anguilla, Antigua/Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Cuba, Curacao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Puerto Rico, Saba, St. Barthelemy, St. Martin, St. Croix, USVI, St. Eustatius, St. John, USVI, St. Lucia, St. Maarten, St. Thomas, USVI, St. Kitts/Nevis, St. Vincent/Granadines, Trinidad/Tobago, Turks & Caicos

Drypers Malaysia Sdn Bhd

Malaysia, Singapore, Thailand, Indonesia, Japan, Korea (North and South), the PRC, Hong Kong SAR, Taiwan, the Philippines, Vietnam, Cambodia, Laos, Myanmar, Australia, New Zealand, India, Pakistan, Bangladesh, Macau, Brunei, Papua New Guinea, Kuwait, Iran and Micronesia

Stronger Corporation, S.A.

Central America and
South America (not including Mexico)

EXHIBIT C

THIRD PARTY LICENSES ON INTELLECTUAL PROPERTY

1. U.S. License Agreement dated December 13, 2000, by and between Drypers Corporation and The Procter & Gamble Company.
2. Canadian License Agreement dated December 13, 2000, by and between Drypers Corporation and The Procter & Gamble Company.
3. Term Sheet for Settlement by and between Drypers Corporation and The Procter & Gamble Company.
4. Settlement Agreement dated June 7, 1994 by and between Drypers Corporation and Kimberly-Clark Corporation.
5. License Agreement dated November 1, 1996 between Kimberly Clark and Drypers Corporation with respect to Kimberly Clark's Enloe family of patents (U.S. Patents No. 4,704,116; No. 4,846,823; No. 5,413,570; and No. 5,415,644 and any U.S. reissues and reexaminations thereof; and any U.S. Patent issued pursuant to U.S. Patent Application Serial No. 07/310,106 and/or any U.S. continuations, divisionals, continuations-in-part, reissues and reexaminations of Serial No. 07/310,106).
6. Software License and Services Agreement dated March 23, 1998 by and between Drypers Corporation and PeopleSoft USA, Inc.

EXHIBIT D

THIRD PARTY CLAIMS ON INTELLECTUAL PROPERTY

1. *Rhonda Tracy v. Drypers Corporation et al.*, Civil Action No. 99 C 2736, in the United States District Court for the Northern District of Illinois – complaint for patent infringement. The Company is vigorously contesting this claim.
2. Paragon Trade Brands, Inc. has filed a Proof of Claim in the Company's Chapter 11 proceedings asserting infringement of claims protected by the following Paragon patents: 4,977,011, 4,887,602, 5,292,316, 5,383,988, 5,492,591, 5,545,285 and 5,415,716. The Company believes that the allegations made in the Paragon Proof of Claim are without merit and intends to vigorously contest Paragon's claim.
3. Kimberly Clark de Mexico has made certain infringement claims Drypers de Mexico regarding alleged infringement of Mexican Patent No. 158949.
4. Kao Corporation has made certain infringement claims regarding its U.S. Patents No. 5,449,353 and No. 5,817,087.
5. Kimberly-Clark has alleged that certain training pants produced by the Company infringe claims protected by patents belonging to Kimberly-Clark. The Company and Kimberly-Clark have reached an agreement in principle for settlement of this matter which includes a license to use Kimberly-Clark's technology during a transition period, at which time the Company will make a non-registered graphics product. The settlement is subject to Bankruptcy Court approval.

The Company makes no representation as to title to or ownership of that certain Fameccanica diaper line, FA-X Superstar, for the production of medium-size contoured elasticized-leg baby diapers, located in Marion, Ohio. The manufacturer, Fameccanica Data S. P. A., has asserted ownership of such diaper line and has commenced an action in the Bankruptcy Court to recover possession of same.

EXHIBIT E

PATENT APPLICATION ASSIGNMENTS

PATENT APPLICATION ASSIGNMENT

WHEREAS, Drypers Corporation, (hereinafter "*Assignor*"), a corporation organized and existing under the laws of Delaware and having a usual place of business at 5300 Memorial, Suite 900, Houston, Texas 77007 is the owner of the entire right, title and interest in and to a certain United States Patent Application identified as _____ Patent Application Serial No. _____ entitled "_____" ("*the Patent Application*"); and

WHEREAS, Associated Hygienic Products LLC, a Delaware limited liability company having a usual place of business at 4456 River Green Parkway, Duluth, Georgia 30096 ("*Assignee*"), desires to acquire the entire right, title and interest in and to the Patent;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor does sell, assign, transfer and set over unto said Assignee, its successors and assigns, its entire right, title and interest in and to the Patent Application and any patents of the United States and all foreign countries which have been or shall be granted on an application that claims the benefit of the Patent Application, or on any divisionals, continuations, continuations-in-part, reissues, extensions or other applications that claim priority to an application that claims the benefit of the Patent Application; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said patents, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, Assignor does hereby authorize and request competent authorities to issue any Letters Patent as shall be granted upon an application that claims the benefit of the Patent Application, or any other patent application referenced herein, to said Assignee and its successors and assigns.

Signature Page Follows

IN WITNESS WHEREOF, the ASSIGNOR has caused this instrument to be executed by its duly authorized officer this _____ day of March, 2001.

DRYPERS CORPORATION

By: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

Before me, a Notary Public, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Drypers Corporation, and that s/he has executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of March, 2001.

Notary Public in and for the State of Texas

(SEAL)

EXHIBIT F

PATENT ASSIGNMENTS

PATENT ASSIGNMENT

WHEREAS, Drypers Corporation, (hereinafter "*Assignor*"), a corporation organized and existing under the laws of Delaware and having a usual place of business at 5300 Memorial, Suite 900, Houston, Texas 77007 desires to assign its entire rights, title and interest in and to a certain United States Patent identified as _____ Patent Serial No. _____ entitled " _____ " ("*the Patent*"); and

WHEREAS, Associated Hygienic Products LLC, a Delaware limited liability company having a usual place of business at 4456 River Green Parkway, Duluth, Georgia 30096 ("*Assignee*"), desires to acquire the entire right, title and interest in and to the Patent;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor does sell, assign, transfer and set over unto said Assignee, its successors and assigns, its entire right, title and interest in and to the Patent and any patents of the United States and all foreign countries which have been or shall be granted on an application that claims the benefit of the Patent, or on any divisionals, continuations, continuations-in-part, reissues, extensions or other applications that claim priority to an application that claims the benefit of the Patent; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said patents, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, Assignor does hereby authorize and request competent authorities to assign such Patent to said Assignee and its successors and assigns.

Signature Page Follows

IN WITNESS WHEREOF, the ASSIGNOR has caused this instrument to be executed by its duly authorized officer this _____ day of March, 2001.

DRYPERS CORPORATION

By: _____

Title: _____

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

Before me, a Notary Public, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Drypers Corporation, and that s/he has executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of March, 2001.

Notary Public in and for the State of Texas

(SEAL)

EXHIBIT G

TRADEMARK ASSIGNMENTS

TRADEMARK / DOCKET NO _____
Corp. to Corp.

ASSIGNMENT

WHEREAS, Drypers Corporation (“*Assignor*”), a Delaware corporation, is the owner of the following Trademarks and Service Marks for which applications are pending in the United States Patent and Trademark Office:

<u>[Trademark]</u>	<u>Serial No.</u>	<u>Date of Filing</u>
<u>[Service Mark]</u>		

WHEREAS, Drypers Corporation (“*Assignor*”), a Delaware corporation, is the owner of the following Trademarks and Service Marks now registered in the United States Patent and Trademark Office:

<u>[Trademark]</u>	<u>Registration No.</u>	<u>Date of Registration</u>
<u>[Service Mark]</u>		

WHEREAS, Associated Hygienic Products LLC, (“*Assignee*”), a Delaware limited liability company having its principal offices at _____, is desirous of acquiring said registered Trademarks and Service Marks and said Trademark and Service Mark applications.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Drypers Corporation hereby assigns to Associated Hygienic Products, LLC, any and all of its right, title and interest in the United States in and to said Trademarks, Service Marks, Trademark registrations, Service Mark registrations, Trademark applications and Service Mark applications, together with the goodwill of the business symbolized by said Trademarks and Service Marks.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized officer this _____ day of March, 2001.

DRYPERS CORPORATION

By: _____

Title: _____

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

Before me, a Notary Public, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Drypers Corporation, and that s/he has executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____ day of March, 2001.

Notary Public in and for the State of Texas

(SEAL)

EXHIBIT H

REGISTRANT NAME CHANGE AGREEMENTS