

TRADEMARKS ONLY

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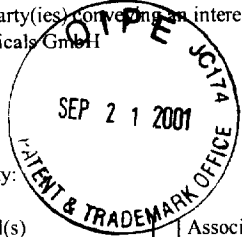
ademarks
by thereof.

101855973

1. Name of Party(ies) conveying an interest:
Kao Chemicals GmbH

2. Name and Address of Party(ies) receiving an interest:
Name: Kao Kabushiki Kaisha

Address: 14-10, Nihonhashi Kayabacho
1-chome, Chuo-ku, Tokyo 103-8210 Japan



09/21/01

Entity:

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - Germany
- Other -

Entity:

- Individual(s) Association
- Corporation - Japan General Partnership Limited Partnership
- Other -

Citizenship

3. Interest Conveyed:

- Assignment Change of Name
- Merger
- Other -

If not domiciled in the United States, a domestic representative designation is attached:

Yes

No

(The attached document must not be an assignment)

Execution Date - November 20, 2000

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
924,561

5. Please mail documents back to:

Paul W. Kruse
Pillsbury Winthrop LLP
1600 Tysons Boulevard
McLean, Virginia 22102

6. Number of applications and registrations involved: 1

7. Amount of fee enclosed: \$ 40.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 8895 / 91278

C# M#

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DO NOT USE THIS SPACE

9. 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.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	5
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Attorney: Paul W. Kruse

Date: September 21, 2001

Atty/Sec: PWK:eba

Tel: (703) 905-2120

Fax: (703) 905-2000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant Name: Kao Kabushiki Kaisha

Registrant Address: 14-10, Nihonhashi Kayabacho 1-chome, Chuo-ku, Tokyo 103-8210, Japan

Mark: AKYPO

Reg. No. 924,561

Reg. Date: November 30, 1971

Class No. 1

Our Ref. No. 8895/91278

**POWER OF ATTORNEY
DESIGNATION OF REPRESENTATIVE**

The undersigned hereby appoints the attorneys named below of Pillsbury Winthrop LLP, 1600 Tysons Boulevard, McLean, Virginia 22102, (702) 905-2000, and all members of that firm and all other attorneys associated with that firm, to file this declaration, and to transact all business in the Patent and Trademark Office connected therewith. The undersigned further hereby designates Pillsbury Winthrop LLP, whose postal address is 1600 Tysons Boulevard, McLean, Virginia 22102, as a representative upon whom notices or processes affecting the mark may be served.

Please direct all communications to Paul W. Kruse at (703) 905-2120 or James R. Menker at (703) 905-2145.

By: _____



Name: Paul W. Kruse

Title: Applicant's Attorney

Date: September 21, 2001

TRADEMARK ASSIGNMENT

This Assignment (the "Assignment") is made by and between Kao Chemicals GmbH a limited liability company organized under the laws of Germany, having a place of business at Kupferstrasse 1, D-46446 Emmerich, Germany (the "Assignor"), and KAO KABUSHIKI KAISHA (also trading as Kao Corporation), a corporation under Japanese law, having a place of business at 14-10, Nihonhashi Kayabacho 1-chome, Chuo-ku, Tokyo 103-8210 Japan (the "Assignee").

WHEREAS, Assignor is the owner of the trademark registration listed in the Schedule to this agreement, hereinafter referred to as the Mark

WHEREAS, Assignee is the desirous of acquiring the Mark and any registrations therefor


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. Assignor hereby sells, assigns, transfers and conveys to the Assignee all rights, title and interest in and to the Mark, together with the goodwill associated with and symbolized by the Mark.
2. Assignor further sells, assigns, transfers and conveys to Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark
3. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which deemed necessary or desirable by Assignee to perfect in it the rights, title and interest herein conveyed.
4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns and/or other legal representatives.

The Assignment shall become effective as of the date of execution by both parties.

Kao Chemicals GmbH

KAO KABUSHIKI KAISHA

By.....
title Deputy Managing Director

By:
Tetsuo Murata
title Director of Trademarks Dept.

SCHEDULE

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>
AKYPO	United States	924561