

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	License Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SELECTSHIELD LIMITED		12/30/1991	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASSOCIATED HYGIENIC PRODUCTS, LLC		
<b>Street Address:</b>	6366 Corley Road		
<b>City:</b>	Norcross		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30071		
<b>Entity Type:</b>	Limited Liability Company: WYOMING		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1329514	PETPET	
Registration Number:	1346066	FITTI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)223-4873		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-224-8080		
<b>Email:</b>	mail@egbertlawoffices.com		
<b>Correspondent Name:</b>	John S. Egbert		
<b>Address Line 1:</b>	412 Main St., 7th Floor		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>NAME OF SUBMITTER:</b>	John S. Egbert		
<b>Signature:</b>	/1980-30/		
<b>Date:</b>	06/29/2005		

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**Total Attachments: 6**

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this 30th day of December, 1991, by and between SELECTSHIELD LIMITED, an English company ("Selectshield"), and ASSOCIATED HYGIENIC PRODUCTS, A LIMITED LIABILITY COMPANY, a limited liability company formed under the laws of the State of Wyoming ("AHP"),

W I T N E S S E T H:

Whereas Selectshield is the owner of the trademarks and service marks (hereinafter called the "Marks") and registrations thereof listed on Schedule A hereto; and

Whereas AHP is desirous of using the Marks in connection with its business:

N o w, T h e r e f o r e, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto hereby agree as follows:

A. REPRESENTATIONS AND WARRANTIES.

1. Organization, Standing, Power and Authority of Selectshield. In order to induce AHP to enter into this Agreement, Selectshield represents and warrants to AHP that as of the date of this Agreement (a) it is a duly organized and validly existing corporation in good standing under the laws of the United Kingdom, with all necessary corporate power and authority for the execution and delivery of this Agreement and the performance of its obligations hereunder, (b) it has taken all necessary corporate action to authorize, execute and deliver this Agreement, (c) this Agreement constitutes a valid and binding obligation of Selectshield, enforceable against Selectshield in accordance with its terms, and (d) the execution and delivery of this Agreement, the performance of the transactions contemplated hereby, and compliance with the provisions hereof, by Selectshield, will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, its Articles of Incorporation or By-Laws or any indenture, lease, agreement or other instrument to which Selectshield is a party or by which it or any of its properties is bound, or any decree, judgment, order, statute, rule or regulation applicable to Selectshield.

2. Organization, Standing, Power and Authority of AHP. In order to induce Selectshield to enter into this Agreement, AHP represents and warrants to Selectshield that as of the date of this Agreement (a) it is a duly organized and validly existing limited liability company in good standing under the laws of the State of Wyoming, with all necessary power and authority for the execution and delivery of this Agreement and

the performance of its obligations hereunder, (b) it has taken all necessary corporate action to authorize, execute and deliver this Agreement, (c) this Agreement constitutes a valid and binding obligation of AHP, enforceable against AHP in accordance with its terms, and (d) the execution and delivery of this Agreement, the performance of the transactions contemplated hereby, and compliance with the provisions hereof, by AHP, will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, its Articles of Organization or Operating Agreement or any indenture, lease, agreement or other instrument to which AHP is a party or by which it or any of its properties is bound, or any decree, judgment, order, statute, rule or regulation applicable to AHP.

B. LICENSE OF TRADEMARKS.

1. Grant of License. Selectshield hereby grants to AHP an exclusive, nontransferable license to use the Marks in its name and in connection with the goods and services covered by the registrations referred to in Schedule A and AHP accepts the license subject to the following terms and conditions.

2. Royalty. In consideration of the license granted herein, AHP shall pay Selectshield a royalty within ninety (90) days of December 31 of each year equal to two and fifteen hundredths percent (2.15%) of the gross sales of limited use, disposable children's diapers during the twelve (12) calendar months preceding each such December 31.

3. Ownership of Marks. AHP acknowledges the ownership of the Marks by Selectshield, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by AHP shall inure to the benefit of and be on behalf of Selectshield, and agrees to assist Selectshield in recording this Agreement with appropriate government authorities. AHP agrees that nothing in this License shall give AHP any right, title or interest in the Marks other than the right to use the Marks in accordance with this License and AHP agrees that it will not attack the title of Selectshield to the Marks or attack the validity of this License.

4. Quality Standards. AHP agrees that the nature and quality of all services rendered and goods sold by AHP in connection with the Marks shall conform to standards set by and be under the control of Selectshield.

5. Quality Maintenance. AHP agrees to cooperate with Selectshield in facilitating Selectshield's control of such nature and quality, to permit reasonable inspection of AHP's operation, and to supply Selectshield with specimens of use of the Marks upon request. AHP shall comply with all applicable laws and regulations and obtain all appropriate government

approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.

6. Form of Use. AHP agrees to use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by Selectshield, and not to use any other trademark or service mark in combination with any of the Marks without the prior written approval of Selectshield.

7. Infringement Proceedings. AHP agrees to notify Selectshield of any unauthorized use of the Marks by others promptly as it comes to AHP's attention. Selectshield shall have the sole right and discretion at its own cost to bring infringement or unfair competition proceedings involving the Marks.

8. Termination for Cause. Selectshield shall have the right to terminate this Agreement upon thirty (30) days' written notice to AHP in the event that proceedings under any bankruptcy or insolvency statute are commenced against AHP, or if AHP makes a general assignment for the benefit of its creditors, or upon the appointment of any receiver or trustee to take possession of the properties of AHP, or upon the winding-up, sale, consolidation, merger or any sequestration by governmental authority of AHP, or upon breach of any of the provisions hereof by AHP.

9. Effect of Termination. Upon termination of this Agreement AHP agrees to immediately discontinue all use of the Marks and any term confusingly similar thereto, and to delete the same from its corporate or business name, to cooperate with Selectshield or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all governmental records, to destroy all printed materials bearing any of the Marks, and that all rights in the Marks and the goodwill connected therewith shall remain the property of Selectshield. Notwithstanding the foregoing, AHP shall have the right to sell any stock on hand on the date, and to fill any orders received on or before the date, that this Agreement terminates.

10. Term. Unless earlier terminated for cause as provided in paragraph 8, the license granted to AHP in the Marks shall continue in force and effect for the terms of the registrations issued for said Marks listed in Schedule A and all renewals thereof, unless sooner terminated as provided for herein.

C. MISCELLANEOUS.

1. Integration. Except as otherwise expressly permitted by any other provisions of this Agreement, none of the terms or provisions contained in this Agreement, and none of the agreements, obligations or covenants of Selectshield or AHP contained in this Agreement, may be amended, modified,

supplemented, waived or terminated unless Selectshield and AHP shall each execute an instrument in writing agreeing or consenting to such amendment, modification, supplement, waiver or termination.

2. Severability. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby and thereby. The invalidity or unenforceability of any term or provision hereof or thereof shall not affect the validity or enforceability of any other term or provision hereof. This Agreement may be executed in any number of counterparts which together shall constitute one instrument and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

3. Notices. Any notice or other communication which may be required by this Agreement shall be in writing and shall be given by mailing the same, postage prepaid, or by electronic facsimile transmission or personal delivery and shall be deemed to have been given or made when transmitted and addressed as follows:

To Selectshield:      Selectshield Limited  
                            Boythorpe Works  
                            Chesterfield S40 1YG  
                            England  
                            Attention: Terence Leung  
                            Facsimile No.: 44-246-209-349

To AHP:                    Associated Hygienic Products  
                            6366 Corley Road  
                            Norcross, GA 30071  
                            United States  
                            Attention: Peter Chang  
                            Facsimile No.: 404-448-9644


4. Governing Law. This Agreement shall be governed by the laws of the England, as if entered into solely by residents of the England, to the extent not preempted by local laws governing trademark matters.

5. Arbitration. Any dispute arising under this Agreement shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce. The site of such arbitration shall be in London. In any arbitration proceeding under this Paragraph 5, the parties thereto shall agree upon and appoint one (1) arbitrator to resolve the question or dispute which is the subject of the arbitration. In the event the parties to the arbitration do not agree and fail to appoint a single arbitrator, each party shall appoint one (1) arbitrator, and both arbitrators so appointed shall select a neutral third arbitrator and the three arbitrators shall together resolve the question or dispute which is the subject of the arbitration.

6. Headings. All headings are for reference only and shall not be considered in construing this Agreement.

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

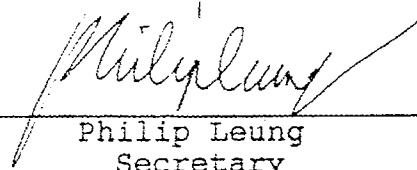
SELECTSHIELD LIMITED, an English company



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Terence Leung  
Director

ASSOCIATED HYGIENIC PRODUCTS, A LIMITED LIABILITY COMPANY, a limited liability company formed under the laws of the State of Wyoming



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Philip Leung  
Secretary

SCHEDULE A

<u>Country</u>	<u>Trademark</u>	<u>Part</u>	<u>Class Int'l</u>	<u>Date of Application</u>	<u>Number of Application</u>	<u>Gazette Date</u>	<u>Date of Registration</u>	<u>Reg Nr of Cert.</u>	<u>Expiry Date</u>	<u>Record Nr</u>
Argentina	Fitti	A	16	06/19/91	1804762	09/04/91				402
Canada	Fitti	A	16	07/05/89	635988	05/16/90				369
Mexico	Fitti	A	16	08/06/90	63481					384
U.S.A.	Babylove		16							65
U.S.A.	Babylove	A	16	04/02/90	44465					383
U.S.A.	Babylove		25	02/04/85	520,447					294
U.S.A.	Cosifits	A	16	09/29/89	73/828357	04/17/90	07/17/90	1,665,507	07/17/95	350
U.S.A.	DISPO	A	16	09/29/89	73/828356	04/24/90	07/17/90	1,608,377	07/17/95	351
U.S.A.	Fitti		16	08/23/83	73/440627		07/02/85	1,346,066	07/02/05	33
U.S.A.	Pet Pet		16				04/09/85	1,329,514	04/09/05	106
U.S.A.	Pet Pet		25							105