

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microcuff GmbH		03/12/2009	LIMITED LIABILITY COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	KIMBERLY-CLARK WORLDWIDE, INC.		
Street Address:	401 NORTH LAKE STREET		
City:	NEENAH		
State/Country:	WISCONSIN		
Postal Code:	54956		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3532561	MICROCUFF	
CORRESPONDENCE DATA			
Fax Number:	(920)721-4808		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	lmlarson@kcc.com		
Correspondent Name:	NANCY LEE CARTER		
Address Line 1:	401 NORTH LAKE STREET		
Address Line 4:	NEENAH, WISCONSIN 54956		
NAME OF SUBMITTER:	NANCY LEE CARTER		
Signature:	/Nancy Lee Carter/		
Date:	03/24/2009		

CH 3532561 \$40.00

Total Attachments: 9
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CONVEYANCE AGREEMENT

This Conveyance Agreement ("Agreement") is made and entered into effective as of February 15, 2009 by and between Microcuff GmbH, a German limited liability company registered in the commercial register of the local court of Mannheim under HRB 432817 ("Microcuff"), Dr. Fred Goebel Patentverwaltung GmbH, a German limited liability company registered in the commercial register of the local court of Mannheim under HRB 432896 ("Goebel" and collectively with Microcuff, the "Sellers"), and Kimberly-Clark Worldwide, Inc., a Delaware corporation ("KCWW").

RECITALS:

WHEREAS, the Sellers desire to convey certain of their assets to KCWW; and

WHEREAS, KCWW desires to acquire such assets;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

Definition

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement:

"Assets" means collectively: (i) all right, title and interest, legal or equitable, existing and hereinafter created or acquired, in and to applications, patents and utility models owned by or used in the businesses of the Sellers, including without limitation all rights to obtain, register, perfect and enforce such right, title and interest, and including without limitation all such property listed in Appendix A to this Agreement (and incorporated herein for all purposes); and (ii) all right, title and interest, legal or equitable, in and to the trademarks identified in Appendix B to this Agreement (and incorporated herein for all purposes).

ARTICLE II

Conveyance of Assets

The Sellers hereby grant, bargain, sell, convey, assign, transfer and deliver all of the Assets to KCWW, and KCWW hereby accepts such Assets. The Sellers hereby assign to KCWW all their rights and obligations under any existing license or other agreement relating to such Assets, including all rights to any royalties or other payments attributable to the license or other agreement.

ARTICLE III

Consideration

The Sellers and KCWW will mutually agree on the purchase price to be paid by KCWW for the Assets within thirty days following completion of a valuation report to be prepared by a third party appraiser to be jointly retained by the parties for this purpose. No later than May 1, 2009, KCWW will make an initial payment to the Sellers in an amount equal to three million five hundred thousand Euros (the "Preliminary Payment"). Within thirty days following agreement on the final purchase price as referenced in the first sentence of this Article III, (i) KCWW will pay to the Sellers the amount by which, if any, the agreed upon purchase price exceeds the Preliminary Payment, and (ii) the Sellers will repay to KCWW the amount by which, if any, the agreed upon purchase price is less than the Preliminary Payment. The Sellers shall apportion the purchase price paid to them by KCWW on such basis as they may reasonably agree.

ARTICLE IV

Third Party Consents

If the conveyance of Assets under the terms of this Agreement would (i) be ineffective without the consent of any third person, (ii) serve as a cause for terminating or invalidating any Asset or pre-existing license of any Asset, or cause or serve as a cause for the breach of any such license or loss of ownership of any such Asset, then such Asset license is temporarily excluded from provisions of this Agreement. However, the Sellers shall, to the fullest extent permitted, hold such Asset or pre-existing license, as applicable, for the benefit of KCWW until such consent has been obtained. Upon the obtaining of such consent, no other conveyance or assignment shall be required, but full and complete title and ownership in such Asset or the rights and obligations under such license, as the case may be, shall automatically become vested in KCWW by virtue of this Agreement.

ARTICLE V

Warranties

ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE OR VALIDITY). ALL ASSETS, RIGHTS AND BUSINESSES TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREUNDER WILL BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED "AS IS", AND MICROCUFF AND GOEBEL EXPRESSLY DISCLAIM ANY WARRANTIES OF CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF ANY PATENT OR UTILITY MODEL, UTILITY REGISTRATION OR ABSENCE OF VIOLATION OF ANY TRADE SECRET OWNED BY A THIRD PARTY.

ARTICLE VI

Sales Taxes and Recording Fees

The parties agree that KCWW shall pay all sales, use and similar taxes arising out of the transactions contemplated by this Agreement, and shall pay all fees required in connection therewith, including but not limited to documentary, filing, registration and recording fees.

ARTICLE VII

Further Assurances

From time to time after the date hereof, and without any further consideration, each of Microcuff and Goebel will execute and deliver such instruments of conveyance, assignment, license, transfer and delivery, and take such other actions, as KCWW may reasonably request in order to more effectively vest in KCWW beneficial and record title to or ownership of the Assets to be conveyed and assigned hereunder or intended so to be and to put KCWW in actual possession and operating control of such Assets. After the date hereof, each of Microcuff and Goebel agree to use their best efforts to obtain, without additional cost to KCWW, any and all consents and approvals that may be necessary to vest or confirm title to or ownership of all the Assets by KCWW or the assignment to KCWW of Microcuff's and Goebel's rights and obligations under pre-existing licenses of the Trademarks.

ARTICLE VIII

Miscellaneous

8.1 Effective Time. Regardless of when executed, this Agreement shall be effective as of 11:59 p.m., central standard time (the "Effective Time") on February 15, 2009

8.2 Notices. Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered, (b) sent by certified or registered mail, return receipt requested, postage prepaid, (c) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (d) telexed or telecopied, with receipt confirmed, addressed as follows:

Kimberly-Clark Worldwide, Inc.
401 North Lake Street
Neenah, Wisconsin 54956
Attention: Vice President & Chief Counsel Intellectual Property

Microcuff GmbH
Hoehnerweg 2-4, 69469
Weinheim, Germany
Attention: Managing Director

Dr. Fred Goebel Patentverwaltung GmbH
Blumenstrasse 30, 69155
Heidelberg, Germany
Attention: Managing Director

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient a Notice shall be deemed to have been given (i) as of the date received when personally delivered, (ii) three days after being deposited with the United States mail properly addressed, (iii) the next day after being delivered during business hours to said overnight delivery service, properly addressed and prior to such delivery service's cutoff time for next day delivery, or (iv) when receipt of the telex or telecopy is confirmed, as the case may be.

8.3 Assignment. Any party hereto shall have the right to assign this Agreement only to (i) any successor assignee of such party that may result from any merger, consolidation or reorganization or (ii) another corporation that acquires all or substantially all of such party's assets, business and liabilities.

8.4 Headings. All articles or section headings contained in this Agreement are for reference purposes only and shall not be deemed to control or affect in any way the meaning or construction of any of the provisions hereof.

8.5 Entire Agreement: Modification. This Agreement contains the complete expression of the agreement between the parties with respect to the matters addressed herein and there are no promises, representations, or inducements except as herein provided. The terms and provisions of this Agreement may not be modified, supplemented or amended except in writing signed by both parties hereto. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

8.6 No Waiver. Failure by either party hereto to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision.

8.7 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the choice of law principles thereof.

8.8 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

8.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Conveyance Agreement has been duly executed by the parties hereto as of the date first above written.

KIMBERLY-CLARK WORLDWIDE, INC.

Legal:

By: Joanne Bauer

Name: Joanne Bauer

Title: Executive Vice President



MICROCUFF GMBH

Finance:

By: [Signature] 03.12.2009

Name: Peyman Rezvani

Title: Managing Director



Dr. FRED GOEBEL PATENTVERWALTUNG GMBH

By: [Signature] 03.12.2009

Name: Peyman Rezvani

Title: Managing Director

APPENDIX A

<u>Anaqua ID</u>	<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>
64359456	Australia	58532/98	
64359265	Germany (Federal Republic of)	19636654.2	
64357815	Germany (Federal Republic of)	19636654.2	
64356928	Germany (Federal Republic of)	19826547.6	
64359345	Germany (Federal Republic of)	19724096.8	
64359459	Japan	10-515206	
64357819	Patent Cooperation Treaty	PCT/EP97/04891	
64356953	Patent Cooperation Treaty	PCT/EP99/01175	
64359385	Patent Cooperation Treaty	PCT/EP97/04960	
64355699	Germany (Federal Republic of)	102005005988.0	
64358127	Germany (Federal Republic of)	102004026927.0	
64358128	Germany (Federal Republic of)	102004030401.7	
64357926	Germany (Federal Republic of)	10158091.6	
64357971	Germany (Federal Republic of)	102004034480.9	
64355701	Germany (Federal Republic of)	102005017652.6	
64129547	Germany (Federal Republic of)	102006042205.8	
64357867	Germany (Federal Republic of)	10116195.6	
64358067	Patent Cooperation Treaty	PCT/EP2004/004797	
64355658	Patent Cooperation Treaty	PCT/EP2004/008256	
64355734	Patent Cooperation Treaty	PCT/EP2005/007950	
64357933	Patent Cooperation Treaty	PCT/EP02/13211	
64355638	Patent Cooperation Treaty	PCT/EP2007/000128	
64124723	Patent Cooperation Treaty	PCT/EP2006/005733	
64391101	Patent Cooperation Treaty	PCT/EP2007/007825	
64357877	Patent Cooperation Treaty	PCT/EP2004/001139	
64370133	European Patent	04006726.6	
64470444	United States of America	11/373830	
64390743	Australia	2006257339	
64356314	Australia	2005266541	
64357878	Australia	2004210430	
64358070	Australia	2004238021	
64356315	Brazil	PI0513724-1	
64358071	Brazil	PI0410299-1	
64390744	Brazil	PI0611852-6	
64357879	Canada	2515582	
64356316	Canada	2574312	
64355704	Canada	2533340	
64358072	Canada	2525573	
64497317	Canada		
64390745	Canada	2610827	
64356317	China	200580024845.3	
64357880	China	200480003869.6	
64358073	China	200480013214.7	
64390746	China	200680021715.9	
64497318	European Patent	07702636.7	
64390747	European Patent	06762047.6	
64356318	European Patent	05763680.5	

<u>Anaqua ID</u>	<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>
64358074	European Patent	04731323.4	
64378282	Germany (Federal Republic of)	102004033693	
64378360	Germany (Federal Republic of)	102005016527.3	
64355703	Germany (Federal Republic of)	102005021081.3	
64357932	Germany (Federal Republic of)	10255065.4	
64357915	Germany (Federal Republic of)	102005018696.3	
64125587	Germany (Federal Republic of)	102005028428	
64357885	Hong Kong	06111490.6	
64394277	Hong Kong	07109240.2	
64358075	India	03396/CHENP/2005	
64356319	India	774/CHENP/2007	
64390748	India	PCT/EP2006/005733	
64355706	Japan	2006-520801	
64497319	Japan	PCT/EP2007/000128	
64357882	Japan	2006-501770	
64390749	Japan	2008-516229	
64356320	Japan	2007-521904	
64358076	Japan	2006-529745	
64356321	Korea, Republic of (KR)	2007-7003946	
64390750	Korea, Republic of (KR)	10-2007-7029231	
64358077	Korea, Republic of (KR)	10-2005-7021821	
64358078	Mexico	PA/a/2005/012239	
64497320	Mexico	MX/E/2008/054361	
64390751	Mexico	MX/a/2007/015813	
64390752	Russian Federation	2008100541	
64397317	United States of America	11/922296	
64357947	United States of America	10/496739	
64497321	United States of America	12/280239	
64357883	United States of America	10/545191	
64355707	United States of America	10/565316	
64356322	United States of America	11/658381	
64358079	United States of America	10/556839	
64370127	Australia	32539/99	748342
64361824	Australia	48013/01	752542
64370128	Canada	2322460	2322460
64359457	Canada	2265607	2265607
64370320	Canada	2265606	2265606
64359458	European Patent	97954339.4	EP0929339
64370321	European Patent	97941996.7	EP0930909
64370324	France	97941996.7	EP0930909
64370135	France	99939165.9	EP1061984
64361832	France	97954339.4	EP0929339
64370136	Germany (Federal Republic of)	99939165.9	EP1061984
64357812	Germany (Federal Republic of)	19638935.6	19638935
64361833	Germany (Federal Republic of)	97954339.4	59709318.0
64356920	Germany (Federal Republic of)	29804142.1	29804142.1
64370325	Germany (Federal Republic of)	97941996.7	59710141.8
64359336	Germany (Federal Republic of)	19638935.6	DE19638935
64359338	Germany (Federal Republic of)	19654910.8	19654910
64370137	Italy	99939165.9	EP1061984
64370322	Japan	10-513232	3537830

<u>Anaqua ID</u>	<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>
64370130	Japan	2000-535402	3540745
64370138	Netherlands	99939165.9	EP1061984
64370139	Spain	99939165.9	EP1061984
64370326	United Kingdom	97941996.7	EP0930909
64361834	United Kingdom	97954339.4	EP0929339
64370140	United Kingdom	99939165.9	EP1061984
64359460	United States of America	09/254429	6551272
64370131	United States of America	09/446845	6526977
64370134	United States of America	10/294560	6802317
64370323	United States of America	09/254395	6745773
64380641	Belgium	02791710.3	EP1448259
64480100	Belgium	04763437.3	EP1651134
64380642	Denmark	02791710.3	EP1448259
64357946	European Patent	02791710.3	EP1448259
64355705	European Patent	04763437.3	EP1651134
64357881	European Patent	04709139.2	EP1596728
64380643	Finland	02791710.3	EP1448259
64380644	France	02791710.3	EP1448259
64480101	France	04763437.3	EP1651134
64357886	France	04709139.2	EP1596728
64357871	Germany (Federal Republic of)	10213905.9	10213905.9
64357887	Germany (Federal Republic of)	04709139.2	502004001265.5
64355428	Germany (Federal Republic of)	10333706.7	10333706
64358129	Germany (Federal Republic of)	102004033425.0	102004033425.0
64357930	Germany (Federal Republic of)	20121647.7	20121647
64480102	Germany (Federal Republic of)	04763437.3	EP1651134
64358065	Germany (Federal Republic of)	10321990.0	10321990
64357874	Germany (Federal Republic of)	20320631.2	20320631
64380645	Germany (Federal Republic of)	02791710.3	EP1448259
64357873	Germany (Federal Republic of)	10305553.3	10305553
64355626	Germany (Federal Republic of)	202006002832.3	202006002832.3
64380646	Italy	02791710.3	EP1448259
64480103	Italy	04763437.3	EP1651134
64357888	Italy	04709139.2	EP1596728
64480104	Netherlands	04763437.3	EP1651134
64380647	Netherlands	02791710.3	EP1448259
64357889	Netherlands	04709139.2	EP1596728
64380648	Portugal	02791710.3	EP1448259
64480105	Spain	04763437.3	EP1651134
64380649	Spain	02791710.3	EP1448259
64380650	Sweden	02791710.3	EP1448259
64480106	Sweden	04763437.3	EP1651134
64357876	Taiwan	92136788	I252765
64380651	United Kingdom	02791710.3	EP1448259
64480107	United Kingdom	04763437.3	EP1651134
64357890	United Kingdom	04709139.2	EP1596728
64357868	United States of America	10/109554	7040321
64370129	European Patent	99939165.9	EP1061984
64356931	Germany (Federal Republic of)	19845415.5	19845415

Appendix B

<u>Mark</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Reg. No.</u>
MICROCUFF	Australia	1096757	1096757
MICROCUFF	Brazil	828184542	
MICROCUFF	Canada	1295790	
MICROCUFF	European Community	4846622	4846622
MICROCUFF	Germany (Federal Republic of)	30106498.9	DE30106498
MICROCUFF	Germany (Federal Republic of)	30211863.2	DE30211863
MICROCUFF	International		801007
MICROCUFF	Japan	2006-010321	4987818
MICROCUFF	Korea, Republic of (KR)	40-2006-11210	743855
MICROCUFF	Mexico	787771	962573
MICROCUFF	New Zealand	780377	
MICROCUFF	Norway		801007
MICROCUFF	Saudi Arabia	106064	929/28
MICROCUFF	South Africa	2006/2568	
MICROCUFF	South Africa	2003/05096	2003/05096
MICROCUFF	Sweden		801007
MICROCUFF	Switzerland		801007
MICROCUFF	United Kingdom		801007
MICROCUFF	United States of America	78848713	3532561