

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
Jackson Products, Inc.		12/31/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Kimberly-Clark Corporation
Street Address:	2300 WINCHESTER ROAD
City:	NEENAH
State/Country:	WISCONSIN
Postal Code:	54956
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3088371	30-06
Registration Number:	2997382	357
Registration Number:	1749304	AUTO VIEW
Registration Number:	1499297	BIG WINDOW
Registration Number:	0701791	CURV-O-MARK
Registration Number:	1715292	EQC
Registration Number:	2636330	HEADTURNERS
Registration Number:	1253674	HUNTSMAN
Registration Number:	1252775	HUNTSMAN
Registration Number:	0992383	JACKSON
Registration Number:	1219827	LAMBA
Registration Number:	1584478	MONOGOGGLE
Serial Number:	77836562	NEMESIS
Registration Number:	2759827	NEXGEN

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Registration Number:	2180621	SHADOW
Registration Number:	1646696	SUNDOWNER
Registration Number:	2070642	VIEWMASTER
Registration Number:	2129522	WESTERN OUTLAW
Registration Number:	1764228	WRAP-A-ROUND

CORRESPONDENCE DATA

Fax Number: (920)721-7339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 920-721-4043

Email: lkettner@kcc.com

Correspondent Name: Denise Stoker

Address Line 1: 2300 WINCHESTER ROAD

Address Line 4: Neenah, WISCONSIN 54956

NAME OF SUBMITTER:	Denise L. Stoker
Signature:	/dls/
Date:	02/17/2010

Total Attachments: 2

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DISTRIBUTION AGREEMENT

(Intellectual Property)

This Distribution Agreement (this "Agreement") by and between Kimberly-Clark Corporation, a Delaware corporation ("Parent") and Jackson Products, Inc., a Delaware corporation, a wholly-owned subsidiary of the Parent ("Subsidiary"), is made effective as of December 31, 2009 (the "Effective Date").

RECITALS:

WHEREAS, on December 31, 2009, the Subsidiary adopted resolutions to make a non-liquidating distribution of certain intangible assets owned by the Subsidiary to the Corporation.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent and Subsidiary hereby agree as follows:

1. Non-Liquidating Distribution of Intellectual Property. The Subsidiary hereby distributes to the Parent any and all rights in patents, patent applications, trademarks, service marks, trade names, copyrights, mask works, trade secrets and other intellectual property rights owned by, licensed to or otherwise controlled by the Subsidiary (the "Intellectual Property").

For tax purposes, the distribution is to a related corporation within the meaning of the Treasury regulations at section 1502, et. al. of the Internal Revenue Code of 1986, as amended, that creates a deferred intercompany gain to the extent fair market value of the assets exceeds basis.

2. Assumption of Obligations. Parent hereby assumes, agrees to be fully responsible for, and shall perform, any and all obligations and liabilities of Subsidiary, all liabilities and obligations relating to, or arising out of the Intellectual Property (the "Assumed Obligations").
3. Indemnification. Parent hereby agrees to indemnify and hold Subsidiary harmless from any and all costs, expenses, liabilities and damages arising out of or relating to the Assumed Obligations, whether or not arising prior to, on, or after the Effective Date.
4. Further Assurances. To the extent it is ever determined by Parent that it is necessary or advisable to prepare, file, publish, or deliver any further applications, registrations, agreements, evidences of title, deeds, assignments, certificates or any other document or instrument of any nature whatsoever, (collectively, the "Further Assurance Documents") to perfect or further reflect the assignment of the Assets to and the assumption of the Assumed Obligations by, Parent, the parties agree that from and after the Effective Date any officer, employee, or representative of Parent with the authority to sign any such Further Assurances Documents on behalf of Parent may execute any such Further Assurances Documents on behalf of the Subsidiary as an authorized representative thereof.

5. Miscellaneous.

- a. Amendments. This Agreement may be amended or modified from time to time, but only by a written instrument executed by all parties hereto.
- b. Entire Agreement. This Agreement contains the entire understanding of the parties respecting the subject matter hereof and supersedes all prior discussions and understandings.
- c. Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, legal representatives, successors and assigns.
- d. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of Delaware.
- e. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be severable and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
- f. Headings. The headings in this Agreement are for purposes of reference only and shall not be considered in construing this Agreement.
- g. Gender. Whenever the singular number or term is used, the same shall include the plural where appropriate and words of any gender shall include the other where appropriate.
- h. Counterparts. The Agreement may be executed in multiple counterparts, and shall be effective when all parties have executed at least one copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above but to be effective as of the Effective Date.

PARENT:

Kimberly-Clark Corporation

SUBSIDIARY:

Jackson Products, Inc.

By: _____

Mark A. Bushman
Senior Vice President &
Chief Financial Officer

By: _____

Jan B.C. Spencer
Executive Vice President

