# 30883/

# 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
Kimberly-Clark Corporation		12/31/2009	CORPORATION: DELAWARE

# RECEIVING PARTY DATA

Name:	Kimberly-Clark Worldwide, Inc.	
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
		TRADEMARK

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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:	02/19/2010

Total Attachments: 2

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#### CONTRIBUTION AGREEMENT

This Contribution Agreement (the "Agreement") is made and entered into effective as of December 31, 2009 by and between Kimberly-Clark Corporation, a Delaware corporation ("Parent") and Kimberly-Clark Worldwide, Inc., a Delaware corporation ("Subsidiary").

#### RECITALS

WHEREAS, Parent currently owns 100% of the capital stock of Subsidiary;

WHEREAS, Parent desires to contribute certain assets to Subsidiary as an additional contribution to capital without the issuance of additional shares of capital stock;

WHEREAS, after the contribution described in this Agreement, Parent will continue to own 100% of the capital stock of Subsidiary;

WHEREAS, Parent and Subsidiary intend that the contemplated contribution pursuant to this Agreement qualify as a tax-free transfer from a parent to a controlled subsidiary pursuant to Section 351 of the Internal Revenue Code of 1986, as amended.

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

#### AGREEMENT

- 1. Parent hereby irrevocably contributes, transfers, conveys, assigns and delivers to Subsidiary, all of Parent's right, title and interest 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 Parent, which have been transferred to Parent by Jackson Products, Inc. pursuant to that certain Distribution Agreement dated as of December 31, 2009 (the "intellectual Property").
- Subsidiary hereby accepts the contributions, transfers, conveyances, assignments and deliveries of the Intellectual Property.
- At any time or from time to time after the date hereof, at Subsidiary's request and without further consideration, Parent shall execute and deliver to Subsidiary such other instruments of contribution, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Subsidiary may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Subsidiary any of the Intellectual Property and to confirm Subsidiary's ownership of the Intellectual Property.
- 4. This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK REEL: 004152 FRAME: 0178 IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of the date first above written.

**RECORDED: 02/19/2010** 

Name: Mark A. Buth

The Senior Vice President & Chief Financial Officer

KIMBERLY-CLARK WORLDWIDE, INC.

By: Suthman

Name: Mark A. Buthman

Title: Chairman of the Board,

Prosident & Chief Executive Office-



**TRADEMARK REEL: 004152 FRAME: 0179**