

03-19-1999

ET

Docket No.:



Y

100989211

Tab settings

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

3-11-99
M&D

1. Name of conveying party(ies):

Blue Coral - Slick 50, Ltd.
1385 West 2200 South
Salt Lake City UT 84119

- Individual(s)
- General Partnership
- Corporation-State Ohio
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 5, 1999

2. Name and address of receiving party(ies):

Name: Ecolab Inc.

Internal Address:

Street Address: 370 Wabasha Street N.

City: St. Paul State: MN ZIP: 55102

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/595184 75/595008

Additional numbers

B. Trademark Registration No.(s)

2005409 2033753 2096443

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lynne Y. Palmer,

Internal Address: Sr. Legal Assistant

Street Address: Ecolab Inc.

370 Wabasha Street N.

City: St. Paul State: MN ZIP: 55102

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

05-0450



03-11-1999

U.S. Patent & Trademark Office/TM Mail Rpt Dt. #70

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.

Lynne Y. Palmer

Name of Person Signing

Signature

March, 1999

5

Total number of pages including cover sheet, attachments, and

03/19/99
00000009 050450
01 FC:461
02 FC:482
140.00 CH
100.00 CH

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made this 5th day of February, 1999 by and between Blue Coral-Slick 50 Ltd., an Ohio limited partnership ("Assignor") and Ecolab Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee, among others, have entered into an Asset Purchase Agreement dated January 6, 1999 (the "Agreement"), providing for, among other things, the sale by Assignor and purchase by Assignee of the Purchased Assets;

WHEREAS, unless otherwise defined herein, capitalized words and phrases used herein shall have the same meaning as they have in the Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to all common law and registered trademarks/service marks, logos, artistic and moral rights and slogans, trade dress, trade names, character rights and rights of priority pertaining to the Purchased Assets, all derivatives thereof, and all applications, registrations and registration certificates, Section 8 and Section 15 affidavits, renewals, investigations, search reports, histories and other documents or files pertaining thereto, including without limitation the trademarks more fully described in Schedule A, attached hereto and incorporated herein by reference (the "Trademarks").

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks and the common law rights in the Trademarks.

NOW, THEREFORE, for good and valuable consideration:

Assignor does hereby sell, transfer, convey, assign, and deliver unto Assignee the entire worldwide right, title and interest in and to the Trademarks including all common law rights, connected therein together with the goodwill of the business symbolized by the Trademarks. Assignor agrees to immediately terminate and refrain from any further use of the Trademarks for any purpose and to execute any other documents necessary to effectuate and record this Assignment. Assignor further assigns to Assignee all right to sue for and receive all damages accruing from past infringements of the Trademarks herein assigned.

This Assignment shall be subject to the Agreement and in the event of any inconsistency or conflict between this Assignment and the Agreement, the terms of the Agreement shall prevail.

Blue Coral-Slick 50 Ltd.
an Ohio limited partnership

By: _____

Title: _____

CITY OF _____)
STATE OF _____) ss.
_____)

On this 5th day of February, 1999 before me personally came _____ to me known to be the _____ of Blue Coral-Slick 50 Ltd., an Ohio limited partnership, the Assignor above-named, and acknowledged that he executed the foregoing instrument and he did swear that he executed this assignment as his free act on behalf of Assignor and pursuant to authority duly received.

Notary Public

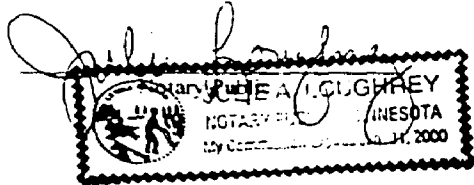
Ecolab Inc.
a Delaware corporation

By: Mary J. Schumacher

Title: Vice President - New Business Development and Marketing

CITY OF St. Paul)
STATE OF Minnesota) ss.
_____)

On this 5th day of February, 1999 before me personally came Mary J. Schumacher to me known to be the V.P. New Business Dev. and Marketing of Ecolab Inc., a Delaware corporation, the Assignor above-named, and acknowledged that he executed the foregoing instrument and he did swear that he executed this assignment as his free act on behalf of Assignor and pursuant to authority duly received.



This Assignment shall be subject to the Agreement and in the event of any inconsistency or conflict between this Assignment and the Agreement, the terms of the Agreement shall prevail.

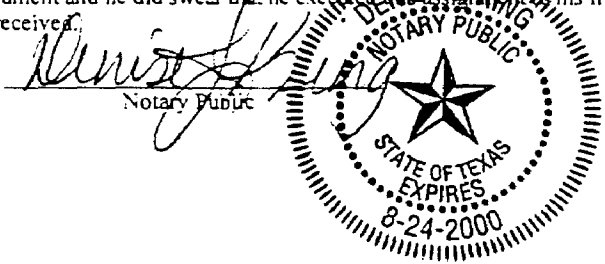
Blue Coral-Slick 50 Ltd.
an Ohio limited partnership

By: [Signature]

Title: GENERAL PARTNER

CITY OF Texas)
STATE OF Harris) ss.

On this 5th day of February, 1999 before me personally came Paul B. Siegel to me known to be the general partner of Blue Coral-Slick 50 Ltd., an Ohio limited partnership, the Assignor above-named, and acknowledged that he executed the foregoing instrument and he did swear that he executed this assignment as his free act on behalf of Assignor and pursuant to authority duly received.



Ecolab Inc.
a Delaware corporation

By: _____

Title: _____

CITY OF St. Paul)
STATE OF Minnesota) ss.

On this 5th day of February, 1999 before me personally came _____ to me known to be the _____ of Ecolab Inc., a Delaware corporation, the Assignor above-named, and acknowledged that he executed the foregoing instrument and he did swear that he executed this assignment as his free act on behalf of Assignor and pursuant to authority duly received.

Notary Public

REVISED Schedule A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>	<u>Owner</u>
Smart Soap	2033753	1/28/97	U.S.A.	Blue Coral-Slick 50 Ltd.
“Washing More Cars More Profitably”	2005409	10/1/96	U.S.A.	Blue Coral-Slick 50 Ltd.
“50 Ways to Save Money”	2096443	9/16/97	U.S.A.	Blue Coral-Slick 50 Ltd.

<u>Trademark Application</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Country</u>	<u>Owner</u>
Smart Rinse	75/595,184	11/24/98	U.S.A.	Blue Coral-Slick 50 Ltd.
Smart Dry	75/595,008	11/24/98	U.S.A.	Blue Coral-Slick 50 Ltd.