

11-06-2000

Docket No.:



10/16/00

Tab settings

To the Honorable Commissioner of Patents

101506267

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Facilitec Corporation
180 Corporate Drive
Elgin Illinois 60123

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

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

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

Name: Ecolab Inc.

Internal Address: Law Department

Street Address: 370 Wabasha Street North

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

3. Nature of conveyance:

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

Execution Date: August 31, 2000

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

A. Trademark Application No.(s)

75/048513 75/601474

Additional numbers

B. Trademark Registration No.(s)

<u>1577633</u>	<u>2342285</u>	<u>2267638</u>
<u>2267637</u>	<u>2352282</u>	<u>2322149</u>
<u>2352474</u>	<u>2265482</u>	<u>2322150</u>

Yes No

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

Name: Lynne Y. Palmer

Internal Address: Ecolab Inc.

Law Department

Street Address: 370 Wabasha Street N.

City: St. Paul State: MN ZIP: 55102

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

11

7. Total fee (37 CFR 3.41):.....\$ \$290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

05-0450

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, Sr. Legal Assistant

Name of Person Signing

Signature

October 16, 2000

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 002167 FRAME: 0812

ASSIGNMENT OF TRADEMARKS AND UNREGISTERED TRADEMARKS

THIS ASSIGNMENT AGREEMENT (as hereafter supplemented, modified or amended from time to time, this "Assignment"), effective as of August 31, 2000 by and between Ecolab Inc., a Delaware corporation (hereinafter referred to as ("ASSIGNEE"), and Facilitec Corporation, an Illinois corporation ("ASSIGNOR"). Capitalized terms used herein shall have the respective meanings assigned to them in the Asset Purchase Agreement (as hereinafter defined).

WITNESSETH

WHEREAS, ASSIGNOR and ASSIGNEE, among others, are parties to that certain Asset Purchase Agreement, dated as of August 23, 2000 (as hereafter modified, supplemented or amended from time to time, the "Asset Purchase Agreement"), providing for the sale to, and purchase by, ASSIGNEE of assets, and assumption of certain specified liabilities, of the ASSIGNOR;

WHEREAS, ASSIGNOR is the owner of the entire right, title and interest in and to all foreign and domestic common law, registered and unregistered trademarks, logos, service marks, 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 has good and marketable title to the Trademarks, free and clear of any Encumbrances; and

WHEREAS, the parties hereto have agreed, and among other things, in the Asset Purchase Agreement, that ASSIGNOR shall assign the Trademarks and the common law rights in the Trademarks to ASSIGNEE and ASSIGNEE shall accept such assignment.

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

1. 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.
2. ASSIGNOR does hereby authorize and request the appropriate officials within the United States and any other governmental authorities throughout the world to issue any and all Trademarks, for the aforesaid Trademarks to the said ASSIGNEE as the ASSIGNEE of the entire right, title and interest in and to the same, for the use of said ASSIGNEE, its successor and assigns, to be enjoyed by ASSIGNEE as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR, if this Assignment had not been made.

3. ASSIGNEE hereby accepts such assignment of said Trademarks and all ASSIGNOR's right, title and interest therein.
4. ASSIGNOR agrees to execute, acknowledge and deliver to ASSIGNEE, such further instruments and documents which relate to the Trademarks as set forth in this Assignment and as ASSIGNEE may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of ASSIGNEE's exclusive rights to the Trademarks and all claims or rights thereunder.
5. ASSIGNOR further assigns to ASSIGNEE all right to sue for and receive all damages accruing from past infringements of the Trademarks herein assigned.
6. ASSIGNOR further agrees to immediately terminate and refrain from any further use of the Trademarks for any purpose.
7. ASSIGNOR's assignment of the Trademarks to ASSIGNEE under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Trademarks, whether currently existing or arising or recognized in the future. ASSIGNOR does not reserve or retain any right, title or interest in the Trademarks. ASSIGNOR acknowledges and agrees that the Trademarks constitute the sole and exclusive property of ASSIGNEE.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment Agreement as of the date first written above.

Ecolab Inc.

By: James L. McCarty
 James L. McCarty
 Its: Senior Executive Vice President –
 Institutional Group

Facilitec Corporation

By: Charles R. Nishy
 Its: President

Subscribed and sworn to before me this 31st day
 of August 2000.

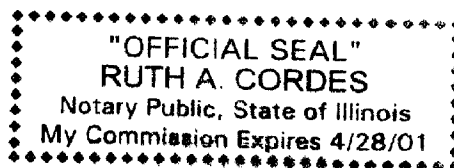
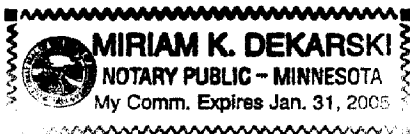
Subscribed and sworn to before me this 31st day
 of August 2000.

Miriam K. Dekarski
 Signature of Notary Public

Ruth A. Cordes
 Signature of Notary Public

My Commission Expires:

My Commission Expires:



**SCHEDULE A
TO
ASSIGNMENT OF TRADEMARKS AND UNREGISTERED TRADEMARKS**

Registration No.	Registered Trademark	Registration Date	Country	Owner
1,577,633	Grease Guard	1/16/90	U.S.	Assignor
TMA 444,712	Grease Guard	6/30/95	Canada	Assignor
2,342,285	Rooftop Defense Systems	4/18/00	U.S.	Assignor
2,267,638	G2	8/3/99	U.S.	Assignor
TMA 509,388	G2	3/15/99	Canada	Assignor
2,267,637	AFC	8/3/99	U.S.	Assignor
2,352,282	Facilitec	5/23/00	U.S.	Assignor
TMA 508543	Water Guard	2/25/99	Canada	Assignor
2,322,149	Advanced Filter Composite	2/22/00	U.S.	Assignor
2,352,474	F. Design	5/23/00	U.S.	Assignor
2,265,482	G2	7/27/99	U.S.	Assignor
2,322,150	Facilitec	2/22/00	U.S.	Assignor
TMA 516,883	Rooftop Defense Systems	9/23/99	Canada	Assignor

Notices of Allowance / Use Received For:

1. Water Guard, Serial Number 75/048,513 on 6/29/99 (U.S.)
2. Drip Guard, Serial Number 75/601474 on 12/8/98 (U.S.)
3. Drip Guard (Canada) App. #100,927,300 on 3/22/99

Common Law Trademarks:

Results Every TimeSM
 Grease Free GuaranteeSM or TM
 Signature Cleaning SolutionsSM or TM
 Spotless TouchTM