

12/8/03

12-30-2003



102634947

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Calgon Corporation

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 11/11/2003

2. Name and address of receiving party(ies)

Name: Citicorp North America, Inc. Internal Address: as Administrative Agent

Street Address: 390 Greenwich Street City: New York State: NY Zip: 10013

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York Banking Corporation Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) SEE SCHEDULE A

B. Trademark Registration No.(s) SEE SCHEDULE A

Additional number(s) attached Yes No

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

Name: Tonya Chapelle

Internal Address: CIO CSC

Street Address: 80 State St.

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 99

7. Total fee (37 CFR 3.41): \$2490.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy Name of Person Signing

James P. Murphy Signature

December 1, 2003 Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



12-08-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #57

TRADEMARK REEL: 002883 FRAME: 0231

12/30/2003 LABELLER 000000 7567191 49.00 2450.00 01 FC:AS21 02 FC:US22

SCHEDULE A**U.S. Trademark Applications**

Title	App. No.	Filing Date
ECCAT	75/674,191	04/05/99
ECCIZE	75/596,181	11/18/98
ECCLEAN	75/594,285	11/18/98
MICROTECC	75/674,126	04/05/99
PULPECCEL	75/674,127	04/05/99
RECCAUST	75/674,197	04/05/99

U.S. Trademark Registrations

Title	Reg. No.	Reg. Date
261	834,206	08/29/67
ADVANCED TECHNOLOGY FLUIDS	1,439,620	05/12/87
AK-7315	1,779,987	07/06/93
APPROVE	876,204	09/02/69
ATF	1,418,806	12/02/86
BANOX	439,297	06/15/48
BC-4	856,293	09/03/68
BIO-CHEK 60	860,103	11/12/68
BIO-LERT	1,459,905	10/06/87
BLAST OFF (and Container Design)	791,605	06/22/65
BLS PLUS	1,368,095	10/29/85
BOILERGUARD (Stylized)	1,496,386	07/19/88
BUROLOCK	867,352	04/01/69
C-11	1,873,464	01/17/95
C-14	1,880,287	02/28/95
C-15	1,873,463	01/17/95
C-4	1,873,462	01/17/95
C-5	1,873,466	01/17/95
C-9	1,873,465	01/17/95

010395-0733-02908-NY02.2308979.1

Title	Reg. No.	Reg. Date
CALGON	783,782	01/19/65
CALGON	306,582	09/26/33
CALGON & FLASK LOGO	1,949,067	01/16/96
CALGON (Stylized)	609,539	07/26/55
CALGON BOUQUET	868,474	04/22/69
CALGON BOUQUET BATH	1,019,150	09/02/75
CALGUARD	1,117,844	05/08/79
CAL-PINE	1,325,352	03/19/85
CALTEST LABORATORY SERVICES	2,189,381	09/15/98
CALTEST LABORATORY SERVICES & Design	2,187,693	09/08/98
CAT-FLOC	829,637	06/06/67
CHEMIN	2,205,105	11/24/98
COMBUSTROL	1,083,067	01/24/78
COMPOSITION T	954,819	03/13/73
CONDUCTOR	1,286,670	07/24/84
CONQUOR	1,419,625	12/09/86
CORSTAT	1,767,830	04/27/93
CUPROSTAT	1,412,828	10/14/86
DOUBLE=BOND	1,259,680	12/06/83
ECOMASK	1,368,498	11/05/85
EQUIP SOLUTIONS & Design	2,284,544	10/12/99
EQUIP SOLUTIONS & Design	2,273,530	08/31/99
EQUIP SOLUTIONS (Word Mark)	2,287,068	10/19/99
EQUIP SOLUTIONS (Word Mark)	2,273,531	08/31/99
EZE	2,401,358	11/07/00
EZE STYLIZED	1,660,476	10/15/91
EZE-PEEL	995,508	10/15/74
EZE-PEEL	841,401	12/26/67
F-95	868,875	05/06/69
FOMEGON (Stylized)	1,542,137	06/06/89
GEO-GUARD	1,743,843	12/29/92
HYDRAID	863,361	01/14/69
INTEX	979,571	02/26/74
INTEX	952,861	02/06/73
LOTION-KLENZ	1,770,724	05/11/93

010395-0733-02908-NY02.2308979.1

TRADEMARK
REEL: 002883 FRAME: 0233

Title	Reg. No.	Reg. Date
LTS LOTION SOAP	1,040,373	06/01/76
MERGUARD	1,730,199	11/03/92
MERQUAT	1,011,276	05/27/75
METASOL	708,258	12/13/60
METASOL TK-100	923,063	11/02/71
NL-100	853,948	08/06/68
OSCAR	1,607,774	07/24/90
PAC	1,357,506	09/03/85
PAINT KILL	1,481,280	03/22/88
PAX (for Cosmetics)	793,052	07/20/65
PAXIT	795,697	09/07/65
PAX-SOLV	648,393	07/09/57
PD-8	1,297,293	09/25/84
PHREEDOM	1,870,939	01/03/95
PHREEGUARD	1,345,406	07/02/85
POL-E-Z	1,425,360	01/20/87
PRE-TECT	1,431,653	03/10/87
RESINAID	1,385,629	03/11/86
ROUNDHOUSE	1,675,529	02/11/92
S-88-L	968,342	09/11/73
SCALEPHREE	2,334,997	03/28/00
SEEING WATER AS NO ONE ELSE CAN	2,189,382	09/15/98
SENSOMER	2,612,344	08/27/02
SILOCK	859,169	10/29/68
SUPPRESS	1,575,895	01/09/90
SYNOCA	859,454	10/29/68
TEKTAMER	1,078,229	11/29/77
THE CLEAN WATER CREW	2,287,728	10/19/99
TRC-233	1,402,700	07/29/86
TRICHELCK	854,957	08/20/68
TUFF POW'R	942,932	09/12/72
TUFF-KLENZ	1,794,066	09/21/93
ULTRAMINE	1,407,234	09/02/86
VELIGON	2,079,878	07/15/97
WATER AUDIT	862,520	12/24/68

010395-0733-02908-NY02.2308979.1

Title	Reg. No.	Reg. Date
WE'VE GOT A BETTER SOLUTION	979,276	02/26/74
WE'VE GOT A BETTER SOLUTION	989,131	07/23/74
WE'VE GOT A BETTER SOLUTION	979,714	03/05/74
WE'VE GOT A BETTER SOLUTION	980,183	03/12/74

010395-0733-02908-NY02.2308979.1

TRADEMARK
REEL: 002883 FRAME: 0235

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS THIS ("Agreement"), dated as of November 11, 2003 is made by Calgon Corporation, a Delaware corporation (the "Guarantor"), in favor of CitiCorp North America, Inc., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 4, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nalco Holdings LLC, a Delaware limited liability company, and Nalco Company, a Delaware corporation and parent of the Guarantor ("Borrower"), the Lenders, the Agent, Bank of America, N.A. as Documentation Agent, and Deutsche Bank Securities Inc., J.P. Morgan Securities Inc., Goldman Sachs Credit Partners L.P. and UBS Securities LLC, each as Co-Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and Guarantor have executed and delivered a U.S. Guarantee and Collateral Agreement, dated as of November 4, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower and Guarantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Guarantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Guarantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the U.S. Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Guarantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), and all goodwill of the business associated with the Trademarks, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Guarantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CALGON CORPORATION

By: J. Michael Newton *JM*
Name: J. MICHAEL NEWTON
Title: SECRETARY * GENERAL COUNSEL

CITICORP NORTH AMERICA, INC.
as Administrative Agent for the Lenders


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CALGON CORPORATION

By: _____
Name:
Title:

CITICORP NORTH AMERICA, INC.
as Administrative Agent for the Lenders

By:  _____
Name: EDWARD T. CROOK
Title: Managing Director and Vice President

[Intellectual Property Security Agreement]

SCHEDULE A**U.S. Trademark Applications**

Title	App. No.	Filing Date
ECCAT	75/674,191	04/05/99
ECCIZE	75/596,181	11/18/98
ECCLEAN	75/594,285	11/18/98
MICROTECC	75/674,126	04/05/99
PULPECCEL	75/674,127	04/05/99
RECCAUST	75/674,197	04/05/99

U.S. Trademark Registrations

Title	Reg. No.	Reg. Date
261	834,206	08/29/67
ADVANCED TECHNOLOGY FLUIDS	1,439,620	05/12/87
AK-7315	1,779,987	07/06/93
APPROVE	876,204	09/02/69
ATF	1,418,806	12/02/86
BANOX	439,297	06/15/48
BC-4	856,293	09/03/68
BIO-CHEK 60	860,103	11/12/68
BIO-LERT	1,459,905	10/06/87
BLAST OFF (and Container Design)	791,605	06/22/65
BLS PLUS	1,368,095	10/29/85
BOILERGUARD (Stylized)	1,496,386	07/19/88
BUROLOCK	867,352	04/01/69
C-11	1,873,464	01/17/95
C-14	1,880,287	02/28/95
C-15	1,873,463	01/17/95
C-4	1,873,462	01/17/95
C-5	1,873,466	01/17/95
C-9	1,873,465	01/17/95

010395-0733-02908-NY02.2308979.1

Title	Reg. No.	Reg. Date
CALGON	783,782	01/19/65
CALGON	306,582	09/26/33
CALGON & FLASK LOGO	1,949,067	01/16/96
CALGON (Stylized)	609,539	07/26/55
CALGON BOUQUET	868,474	04/22/69
CALGON BOUQUET BATH	1,019,150	09/02/75
CALGUARD	1,117,844	05/08/79
CAL-PINE	1,325,352	03/19/85
CALTEST LABORATORY SERVICES	2,189,381	09/15/98
CALTEST LABORATORY SERVICES & Design	2,187,693	09/08/98
CAT-FLOC	829,637	06/06/67
CHEMIN	2,205,105	11/24/98
COMBUSTROL	1,083,067	01/24/78
COMPOSITION T	954,819	03/13/73
CONDUCTOR	1,286,670	07/24/84
CONQUOR	1,419,625	12/09/86
CORSTAT	1,767,830	04/27/93
CUPROSTAT	1,412,828	10/14/86
DOUBLE=BOND	1,259,680	12/06/83
ECOMASK	1,368,498	11/05/85
EQUIP SOLUTIONS & Design	2,284,544	10/12/99
EQUIP SOLUTIONS & Design	2,273,530	08/31/99
EQUIP SOLUTIONS (Word Mark)	2,287,068	10/19/99
EQUIP SOLUTIONS (Word Mark)	2,273,531	08/31/99
EZE	2,401,358	11/07/00
EZE STYLIZED	1,660,476	10/15/91
EZE-PEEL	995,508	10/15/74
EZE-PEEL	841,401	12/26/67
F-95	868,875	05/06/69
FOMEGON (Stylized)	1,542,137	06/06/89
GEO-GUARD	1,743,843	12/29/92
HYDRAID	863,361	01/14/69
INTEX	979,571	02/26/74
INTEX	952,861	02/06/73
LOTION-KLENZ	1,770,724	05/11/93

010395-0733-02908-NY02.2308979.1

Title	Reg. No.	Reg. Date
LTS LOTION SOAP	1,040,373	06/01/76
MERGUARD	1,730,199	11/03/92
MERQUAT	1,011,276	05/27/75
METASOL	708,258	12/13/60
METASOL TK-100	923,063	11/02/71
NL-100	853,948	08/06/68
OSCAR	1,607,774	07/24/90
PAC	1,357,506	09/03/85
PAINT KILL	1,481,280	03/22/88
PAX (for Cosmetics)	793,052	07/20/65
PAXIT	795,697	09/07/65
PAX-SOLV	648,393	07/09/57
PD-8	1,297,293	09/25/84
PHREEDOM	1,870,939	01/03/95
PHREEGUARD	1,345,406	07/02/85
POL-E-Z	1,425,360	01/20/87
PRE-TECT	1,431,653	03/10/87
RESINAID	1,385,629	03/11/86
ROUNDHOUSE	1,675,529	02/11/92
S-88-L	968,342	09/11/73
SCALEPHREE	2,334,997	03/28/00
SEEING WATER AS NO ONE ELSE CAN	2,189,382	09/15/98
SENSOMER	2,612,344	08/27/02
SILOCK	859,169	10/29/68
SUPPRESS	1,575,895	01/09/90
SYNOCA	859,454	10/29/68
TEKTAMER	1,078,229	11/29/77
THE CLEAN WATER CREW	2,287,728	10/19/99
TRC-233	1,402,700	07/29/86
TRICHELOCK	854,957	08/20/68
TUFF POW'R	942,932	09/12/72
TUFF-KLENZ	1,794,066	09/21/93
ULTRAMINE	1,407,234	09/02/86
VELIGON	2,079,878	07/15/97
WATER AUDIT	862,520	12/24/68

010395-0733-02908-NY02.2308979.1

TRADEMARK
REEL: 002883 FRAME: 0242

Title	Reg. No.	Reg. Date
WE'VE GOT A BETTER SOLUTION	979,276	02/26/74
WE'VE GOT A BETTER SOLUTION	989,131	07/23/74
WE'VE GOT A BETTER SOLUTION	979,714	03/05/74
WE'VE GOT A BETTER SOLUTION	980,183	03/12/74

010395-0733-02908-NY02.2308979.1

RECORDED: 12/08/2003

TRADEMARK
REEL: 002883 FRAME: 0243