

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
Daydots Holdings, Inc.		02/11/2004	CORPORATION: TEXAS
Daydots International, L.P.		02/11/2004	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Ecolab Inc.
Street Address:	370 Wabasha Street N
Internal Address:	ERC-840
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2190898	CODERS
Registration Number:	1747087	DAYDOTS
Registration Number:	1799321	WASH OFF 100
Registration Number:	1799319	WASH OFF 100
Registration Number:	1919662	SUPERMOVABLE
Registration Number:	1937594	PEEL E-Z EDGE
Registration Number:	2120033	DAYDOTS
Registration Number:	2132607	DAYDOTS
Registration Number:	2278814	DAYDOTS
Registration Number:	2327160	FASTBAGS
Registration Number:	2334038	FOOD SAFETY SOLUTIONS
Registration Number:	2506861	SANI-PAIL
Registration Number:	2520116	STRIPPER BAGS

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Registration Number:	2525069	DURALABEL
Registration Number:	2538187	THICK CUT
Registration Number:	2544364	MAKING THE WORLD A SAFER PLACE TO EAT
Registration Number:	2555718	DAYDOTS
Registration Number:	2558634	ONE BOOK
Registration Number:	2589890	DURADOT
Registration Number:	2591224	DAYDOTS
Registration Number:	2597718	DAY DOTS
Serial Number:	75774240	E-DOTS
Serial Number:	76255531	
Serial Number:	76541943	DAYDOTS
Serial Number:	76563704	HANG-N-GO
Serial Number:	76541942	DAYDOTS

CORRESPONDENCE DATA

Fax Number: (651)552-4837
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 651-306-4293
Email: edward.courtney@ecolab.com
Correspondent Name: Ecolab Inc.
Address Line 1: 370 Wabasha Street N
Address Line 2: ERC-840
Address Line 4: St. Paul, MINNESOTA 55102

ATTORNEY DOCKET NUMBER:	DAYDOTS ASSIGNMENT
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NAME OF SUBMITTER:	Edward R. Courtney
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Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated February 11, 2004, but effective as of the Effective Time on February 1, 2004, is by and between DAYDOTS Holdings, Inc., a Texas corporation ("Assignor"), and Ecolab Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated the date hereof (the "APA"), providing for the purchase of substantially all of the assets used in the business of DAYDOTS International, L.P., a Texas limited partnership and subsidiary of Assignor ("Daydots L.P.").

WHEREAS, Assignor holds various trademark registrations and trademark applications used in the business of Daydots L.P.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings specified in the APA.
2. Assignment of Trademarks. Effective as of the Effective Time, Assignor hereby assigns and delivers to Assignee all of Assignor's right, title and interest in and to all of the trademarks listed on the attached Exhibit A, free and clear of any Encumbrances. Assignee hereby accepts the assignment of such trademarks.
3. Terms of the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.
4. Further Assurances. Without limiting the generality of Section 5.9 of the APA, each of the parties hereto shall, from time to time, at the request of the other party and at such other party's cost and expense, execute and deliver such other instruments of conveyance and transfer and do such further acts and things as may be reasonably required for the purpose of carrying out the provisions of this Trademark Assignment Agreement.
5. Counterparts. This Trademark Assignment Agreement may be executed simultaneously in one or more counterparts (including by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

ASSIGNEE:

DAYDOTS Holdings, Inc.

Ecolab Inc.

By: James M. Million
Name: JAMES M. MILLION
Title: PRESIDENT

By: James A. Miller
Name: JAMES A. MILLER
Title: Executive N.P. Institutional, N.A.

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT AGREEMENT**

1. Registered

- a. TM Reg. No. 2,190,898 "*CODERS*"
Sept. 22, 1998
- b. Great Britain TM Reg. No. 2312787A "*SUPERREMOVABLE*"
Jul. 4, 2003
- c. Great Britain TM Reg. No. 2312787B "*SUPERREMOVABLE*"
Jul. 4, 2003
- d. TM Reg. No. 1,747,087 "*DAYDOTS*"
Jan. 19, 1993
- e. TM Reg. No. 1,799,321 "*WASH OFF 100*"
Oct. 19, 2003
- f. TM Reg. No. 1,799,319 "*WASH OFF 100 & DESIGN*"
Oct. 19, 2003
- g. TM Reg. No. 1,919,662 "*SUPERREMOVABLE*"
Sept. 19, 1995
- h. TM Reg. No. 1,937,594 "*PEEL E-Z EDGE*"
Nov. 21, 1995
- i. Great Britain TM Reg. No. 2063012 "*DAYDOTS*"
Mar. 22, 1996
- j. New Zealand TM Reg. No. 272357 "*DAYDOTS*"
Filed Feb. 4, 1997
- k. Thailand TM Reg. No. Kor 184105 "*DAYDOTS*"
Dec. 18, 2002
- l. Australian TM Reg. No. 704924 "*DAYDOTS*"
Mar. 21, 1996
- m. TM Reg. No. 2,120,033 "*DAYDOTS*"
Dec. 9, 1997
- n. TM Reg. No. 2,132,607 "*DAYDOTS*"
Jan. 27, 1998

- o. Japanese TM Reg. No. 4283576 "*DAYDOTS*"
Filed Apr. 22, 1998
- p. TM Reg. No. 2,278,814 "*DAYDOTS & DESIGN*"
Sept. 21, 1999
- q. TM Reg. No. 2,327,160 "*FASTBAGS*"
Mar. 7, 2000
- r. TM Reg. No. 2,334,038 "*FOOD SAFETY SOLUTIONS*"
Mar. 21, 2000 (Stylized)
- s. European Community TM Reg. No. 001902485 "*DAYDOTS*"
Filed Oct. 11, 2000
- t. TM Reg. No. 2,506,861 "*SANI-PAIL*"
Nov. 13, 2001
- u. TM Reg. No. 2,520,116 "*STRIPPER BAGS*"
Dec. 18, 2001
- v. TM Reg. No. 2,525,069 "*DURA LABEL*"
Jan. 1, 2002
- w. TM Reg. No. 2,538,187 "*THICK CUT*"
Feb. 12, 2002
- x. TM Reg. No. 2,544,364 "*MAKING THE WORLD A SAFER PLACE TO EAT*"
Mar. 5, 2002
- y. TM Reg. No. 2,555,718 "*DAYDOTS*"
Apr. 2, 2002
- z. TM Reg. No. 2,558,634 "*ONE BOOK*"
Apr. 9, 2002
- aa. TM Reg. No. 2,589,890 "*DURA DOT*"
July 2, 2002
- bb. TM Reg. No. 2,591,224 "*CIRCLE DESIGN*"
July 9, 2002
- cc. TM Reg. No. 2,597,718 "*PACKAGING WITH DAYDOTS CIRCLES*"
July 23, 2002

2. Pending

- a. TM Appl. 75/774,240 "*E-DOTS*"
Filed Aug. 13, 1999
- b. TM Appl. 76/255,531 "*PRODUCT CONFIGURATION FOR DAYDOTS CLIPS*"
Filed May 14, 2001
- c. Brazil TM Appl. for "*DAYDOTS*"
Filed Sept. 28, 1998
- d. TM Appl. for "*DAYDOTS*"
Word Mark in Classes 16, 20 & 35
Filed Aug. 29, 2003
- e. TM Appl. for "*HANG-N-GO*"
Filed Nov. 24, 2003
- f. TM Appl. for "*SQUARE CATALOG*"
Filed Nov. 24, 2003
- g. Australia TM Appl. For "*DAYDOTS*"
Filed Jan. 28, 2004
- h. European Community TM Appl. For "*DAYDOTS*"
Filed Jan. 30, 2004
- i. TM Appl. For "*DAYDOTS CIRCLE DESIGN*"
Design in Classes 16, 20 & 35
Filed Aug. 29, 2003
- j. Australia TM Appl. For "*DAYDOTS CIRCLE DESIGN*"
Filed Jan. 28, 2004
- k. European Community TM Appl. For "*DAYDOTS CIRCLE DESIGN*"
Filed Jan. 30, 2004