

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/31/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ecolab Inc.		04/09/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	National Fire Services, LLC
Street Address:	9111 Lakeshore Drive
City:	Pleasant Prairie
State/Country:	WISCONSIN
Postal Code:	53158-4812
Entity Type:	Limited Liability Company: WISCONSIN

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1577633	GREASE GUARD
Registration Number:	2342285	ROOFTOP DEFENSE SYSTEMS
Registration Number:	2267638	G2
Registration Number:	2267637	AFC
Registration Number:	2352282	FACILITEC
Registration Number:	2265482	G2
Registration Number:	2322149	ADVANCED FILTER COMPOSITE
Registration Number:	2352474	F
Registration Number:	2322150	FACILITEC
Registration Number:	2666669	DRIP GUARD
Registration Number:	2644694	DRIP GUARD

CORRESPONDENCE DATA

CH \$290.00 1577633

Fax Number: (312)577-7007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-577-7000
Email: trademark@fitcheven.com
Correspondent Name: Nicholas T. Peters
Address Line 1: 120 South LaSalle, Suite 1600
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nicholas T. Peters
Signature:	/Nicholas T. Peters/
Date:	02/10/2005

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated April 9, 2004, but effective as of March 31, 2004, is by and between Ecolab Inc., a Delaware corporation ("Assignor"), and National Fire Services, LLC, a Wisconsin Limited Liability Company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 31, 2004 (the "APA"), providing for the purchase of substantially all of the assets used in the business of Facilitec Inc., a Delaware corporation and subsidiary of Assignor ("Facilitec").

WHEREAS, Assignor holds various trademark registrations and trademark applications used in the business of Facilitec.

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 date hereof, Assignor hereby assigns and delivers to Assignee all of Assignor's right, title and interest, including all goodwill, 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. 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:

Ecolab Inc.

By: 

Name: Lawrence T. Bell

Title: Sr. VP, General Counsel and Secretary

ASSIGNEE:

National Fire Services, LLC

By: 

Name: Daryl Mizra

Title: Managing Member

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT AGREEMENT**

<u>REG. NO.</u>	<u>TRADEMARK</u>	<u>REG. DATE</u>	<u>COUNTRY</u>
1,577,633	Grease Guard	1/16/1990	United States
2,342,285	Rooftop Defense Systems	4/18/2000	United States
2,267,638	G2	8/3/1999	United States
2,267,637	AFC	8/3/1999	United States
2,352,282	Facilitec	5/23/2000	United States
2,265,482	G2	7/27/1999	United States
2,322,149	Advanced Filter Composite	2/22/2000	United States
2,352,474	F & Design	5/23/2000	United States
2,322,150	Facilitec	2/22/2000	United States
2,666,669	Drip Guard	12/24/2002	United States
2,644,694	Drip Guard	10/29/2002	United States

<u>REG. NO.</u>	<u>TRADEMARK</u>	<u>REG. DATE</u>	<u>COUNTRY</u>
TMA444,712	Grease Guard	6/30/1995	Canada
TMA509,388	G2	3/15/1999	Canada
TMA508,543	Water Guard	2/25/1999	Canada
TMA563,934	Drip Guard	6/25/2002	Canada
TMA516,883	Rooftop Defense Systems	9/23/1999	Canada

Common Law Marks:

Results. Every Time.
Grease Free Guarantee
Signature Cleaning Solutions
Spotless Touch
Quick Corner
Rooftop Defender

Domain Name:

www.facilitec-corp.com