

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and release of security interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Bank National Association	FORMERLY (successor in interest to) First Bank Nation Association	12/29/2004	national banking association:
RECEIVING PARTY DATA			
Name:	Culligan Store Solutions Inc.		
Street Address:	One Culligan Parkway		
Internal Address:	c/o Culligan International Company		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1633938	HARMONY BROOK	
Registration Number:	1634753	HARMONY BROOK PURE DRINKING WATER	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Christopher J. Andrew, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Christopher J. Andrew		
Signature:	/Christopher J. Andrew/		

CH \$65.00 1633938

Date:

02/16/2005

Total Attachments: 5

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of December 29, 2004, from US Bank National Association as successor in interest to First Bank National Association, a national banking association, (the "Lender") as lender pursuant to the Letter Loan Agreement, dated as of October 17, 1994, as Amended by the First Amendment to the Letter Loan Agreement, dated as of April 26, 1995 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), to Culligan Store Solutions Inc., f/k/a Harmony Brook, Inc., a Minnesota corporation (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of October 17, 1994 (the "Security Agreement"), made by the Grantor in favor of the Lender and (ii) that certain Collateral Assignment of Trademarks dated as of April 26, 1995 (the "Collateral Assignment of Trademarks") made by the Grantor in favor of the Lender, a security interest (the "Security Interest") was granted by the Grantor to the Lender in certain Pledged Trademarks (as hereinafter defined); and

WHEREAS, the Collateral Assignment of Trademarks was recorded in the Trademark Division of the United States Patent and Trademark Office on December 6, 1995, at Reel 1409, Frame 0354; and

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean all of the Grantor's right, title and interest in and to all of the trademarks and trade names and the registrations and applications therefore owned by the Grantor, including but not limited to those set forth on Schedule I, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, and all rights corresponding thereto throughout the world and all

renewals and extensions thereof, together with the goodwill of the business associated with said trademarks.


2. Release of Security Interest: The Lender hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Lender in such Pledged Trademarks shall hereby cease and become void.

3. Further Assurances: The Lender shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

By 
Name: Eric Throldahl
Title: Vice President

ACKNOWLEDGMENT¹

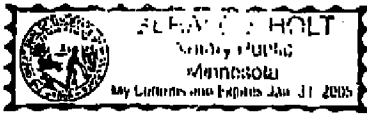
STATE OF MINNESOTA)

:SS:

COUNTY OF HENNEPIN

On DECEMBER 29, 2004 before me, the undersigned, personally appeared ERIC THORLDAHL personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sheld J. Holt
(signature and office of individual taking acknowledgment)



¹ The form of acknowledgment should be the correct form for the state of execution.

SCHEDULE I

Trademark Registrations

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
HARMONY BROOK	Registered	74/056462	07-May-1990	1633938	05-Feb-1991
HARMONY BROOK PURE DRINKING WATER	Registered	74/055996	07-May-1990	1634753	12-Feb-1991