



10-15-2004

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

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102859985

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):

Culligan International Company

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked), Change of Name, Other

Execution Date: 09/30/2004

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as

Internal Address: Administrative Agent

Street Address: 101 N. Tryon Street

City: Charlotte State: NC Zip: 28255

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other National Banking Association (checked)

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

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 (Yes checked)

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

Name: Tina Qualls

Internal Address:

Corporation Service Company

Street Address:

1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

102

7. Total fee (37 CFR 3.41): \$ 2565.00

- Enclosed (checked), 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

Signature (handwritten)

Signature

October 7, 2004

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

Schedule A

Trademarks

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
A BETTER SHOWER WITH BETTER WATER	Pending	<u>78/422094</u>	20-May-2004	n/a	n/a
ACCUSOFT	Registered	74/460975	24-Nov-1993	1920775	19-Sep-1995
ALTWINATOR	Registered	72/280387	15-Sep-1967	0859286	29-Oct-1968
AQUA-CLEER	Registered	73/757489	12-Oct-1988	1596235	15-May-1990
AQUAFIER AND DESIGN	Pending	78/233743	03-Apr-2003	n/a	n/a
AQUA FLO	Registered	74/227881	06-Dec-1991	1856680	04-Oct-1994
AQUANIQUE	Registered	73/772717	03-Jan-1989	1554578	05-Sep-1989
AQUASAFE	Registered	73/794511	20-Apr-1989	1586639	13-Mar-1990
AQUASAFE	Registered	74/295235	16-Jul-1992	1764365	13-Apr-1993
AQUA-SENSOR	Registered	72/242572	04-Apr-1966	0823649	07-Feb-1967
AQUA-SWEET	Registered	73/479089	07-May-1984	1321660	26-Feb-1985
BIG BOY	Registered	75/322777	11-Jul-1997	2347967	09-May-2000
BORN & BOTTLED IN THE U.S.A.	Registered	75/667552	25-Mar-1999	2348443	09-May-2000
BRUNER	Registered	73/218960	08-Jun-1979	1153057	05-May-1981
BRUNER	Registered	72/000563	12-Jan-1956	629970	03-Jul-1956
BRUNER MATIC & DESIGN	Registered	72/148469	06-Jul-1962	763930	28-Jan-1964
CAAP	Registered	74/144364	04-Mar-1991	1711289	01-Sep-1992
CARE CAP	Registered	74/273328	08-May-1992	1741351	22-Dec-1992
CARE CUBES	Registered	73/783943	01-Mar-1989	1569025	05-Dec-1989
CARTOON LADY DESIGN	Registered	75/254629	10-Mar-1997	2191925	29-Sep-1998
CLEAR PROMISE	Pending	78/280178	29-Jul-2003	n/a	n/a
CRYSTAL COOL	Registered	73/783417	27-Feb-1989	1563240	31-Oct-1989
CUL-FLO-VALV	Registered	71/691440	18-Jul-1955	0621621	21-Feb-1956
CULLAR	Registered	71/515086	31-Dec-1946	0442446	12-Apr-1949
CULLCITE	Registered	72/059095	18-Sep-1958	0676013	24-Mar-1959
CULLEX	Registered	71/489206	01-Oct-1945	0430904	01-Jul-1947
CULLIGAN	Registered	72/178782	11-Oct-1963	771457	16-Jun-1964
CULLIGAN	Registered	72/178887	14-Oct-1963	0782574	29-Dec-1964
CULLIGAN	Registered	72/068234	24-Feb-1959	0683671	18-Aug-1959
CULLIGAN	Pending	78/316267	21-Oct-2003	n/a	n/a

Notice and Confirmation of Grant  
of Security Interest in Trademarks

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CULLIGAN	Registered	72/455075	19-Apr-1973	1008612	08-Apr-1975
CULLIGAN	Registered	76/070495	14-Jun-2000	2527000	08-Jan-2002
CULLIGAN	Registered	72/178781	11-Oct-1963	0790857	15-Jun-1965
CULLIGAN	Registered	71/530625	06-Aug-1947	518302	06-Dec-1949
CULLIGAN CLEANWATER HOME & DESIGN	Pending	78/213499	11-Feb-2003	n/a	n/a
CULLIGAN & WAVE DESIGN	Published	78/300688	15-Sep-2003	n/a	n/a
CULLIGAN & WAVE DESIGN	Registered	73/791683	07-Apr-1989	1588702	27-Mar-1990
CULLIGAN CLEANWATER POOLS & DESIGN	Pending	78/370922	19-Feb-2004	n/a	n/a
CULLIGAN CLEAR PROMISE AND DESIGN (Water Drop)	Pending	78/281143	30-Jul-2003	n/a	n/a
CULLIGAN IS WATER	Registered	75/547783	03-Sep-1998	2510851	20-Nov-2001
CULLIGAN IS WATER	Registered	75/547798	03-Sep-1998	2336788	28-Mar-2000
CULLIGAN IS WATER	Registered	75/547382	03-Sep-1998	2333862	21-Mar-2000
CULLIGAN MAN	Registered	75/846232	10-Nov-1999	2400008	31-Oct-2000
CULLIGAN MEDALLIST SERIES	Registered	76/140244	03-Oct-2000	2672850	07-Jan-2003
CULLIGAN PLATINUM SERIES	Registered	76/139723	03-Oct-2000	2684357	04-Feb-2003
CULLIGAN SCRIPT & DROP OF WATER DESIGN	Registered	73/526784	14-Mar-1985	1365112	15-Oct-1985
CULLIGAN SERVICE NETWORK	Registered	75/905858	28-Jan-2000	2779844	04-Nov-2003
CULLIGAN SILVER SERIES	Registered	76/140248	03-Oct-2000	2700999	25-Mar-2003
CULLIGAN SOFT WATER SERVICE	Registered	71/530623	06-Aug-1947	543161	29-May-1951
CULLIGAN WATER TOWER	Registered	75/726432	10-Jun-1999	2485857	04-Sep-2001
CULLIGANAIR	Pending	78/316111	20-Oct-2003	n/a	n/a
CULLITE	Registered	71/489207	01-Oct-1945	0421540	04-Jun-1946
CULLSAN	Registered	71/515087	31-Dec-1946	0442235	15-Mar-1949
CULLSORB	Registered	71/515084	31-Dec-1946	0442445	12-Apr-1949
DURO	Registered	75/982929	05-Apr-1999	2666905	24-Dec-2002
ESTATE	Registered	73/836993	08-Nov-1989	1604504	03-Jul-1990
FILTR-CLEER	Registered	74/092627	30-Aug-1990	1659645	08-Oct-1991
FILTR-GARD	Registered	73/746849	18-Aug-1988	1589849	03-Apr-1990
FILTR-SENTRY	Registered	73/762291	07-Nov-1988	1541441	30-May-1989
GOOD WATER MACHINE	Registered	75/213018	13-Dec-1996	2194692	13-Oct-1998
HEY CULLIGAN MAN! DESIGN	Registered	72/271227	11-May-1967	0852478	09-Jul-1968
HI-FLO	Registered	74/404673	23-Jun-1993	1831250	19-Apr-1994

-2-

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of Security Interest in Trademarks

TRADEMARK

REEL: 003060 FRAME: 0426

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HYDROPURE	Registered	73/691110	22-Oct-1987	1521679	24-Jan-1989
HYDROTECH	Registered	73/790957	03-Apr-1989	1583550	20-Feb-1990
ICE BY CULLIGAN & DESIGN	Registered	75/409683	22-Dec-1997	2300642	14-Dec-1999
IQS/JR.	Registered	75/621972	14-Jan-1999	2345009	25-Apr-2000
IRONBUSTER	Registered	73/724622	25-Apr-1988	1532895	04-Apr-1989
IRONBUSTER AND DESIGN	Registered	73/724622	25-Apr-1988	1532895	04-Apr-1989
IRON-CLEER	Registered	75/909840	04-Feb-2000	2548178	12-Mar-2002
IRONWORKER+ & DESIGN	Registered	73/724618	25-Apr-1988	1532894	04-Apr-1989
JET	Registered	72/197072	06-Jul-1964	788851	27-Apr-1965
LOGIC	Registered	74/227880	06-Dec-1991	1823671	22-Feb-1994
L.P.R.O.	Registered	74/259882	27-Mar-1992	1734637	24-Nov-1992
MERMAID	Registered	75/220657	02-Jan-1997	2119906	09-Dec-1997
MERMAID	Registered	73/055115	13-Jun-1975	1065232	10-May-1977
MYCULLIGAN	Registered	76/077676	26-Jun-2000	2533772	29-Jan-2002
NINE DROPS DESIGN	Registered	73/732597	06-Jun-1988	1552747	22-Aug-1989
PURA AND DESIGN	Registered	75/108077	22-May-1996	2317449	15-Feb-2000
QUADRA-HULL	Pending	78/315095	17-Oct-2003	n/a	n/a
QUALITY WATER AT WORK	Registered	73/752830	19-Sep-1988	1534693	11-Apr-1989
RUTH BERRY WORLD'S FINEST WATER PUMP AND DESIGN	Registered	74/404781	23-Jun-1993	1860838	01-Nov-1994
SMARTAP	Registered	73/784824	06-Mar-1989	1593908	01-May-1990
SOFNER-GARD	Registered	74/073275	27-Jun-1990	1685877	12-May-1992
SOFT-MINDER	Registered	73/793739	14-Apr-1989	1571700	19-Dec-1989
SUPER I	Registered	73/576444	06-Jan-1986	1405725	19-Aug-1986
SUPER S	Registered	76/004816	20-Mar-2000	2689712	25-Feb-2003
SURE-TEST	Registered	73/700469	11-Dec-1987	1499379	09-Aug-1988
SWIRLING C DESIGN	Registered	72/178783	11-Oct-1963	0790858	15-Jun-1965
SWIRLING C DESIGN	Registered	72/178785	11-Oct-1963	0782188	22-Dec-1964
SWIRLING C DESIGN	Registered	72/178784	11-Oct-1963	0771458	16-Jun-1964
SWIRLING C DESIGN	Registered	72/144694	16-May-1962	0774974	11-Aug-1964
THE CULLIGAN EDGE	Registered	76/039849	02-May-2000	2840580	11-May-2004
THE WATER CENTER	Registered	73/634179	08-Dec-1986	1464977	10-Nov-1987
THE WATER EXPERTS	Registered	73/780979	15-Feb-1989	1596838	15-May-1990
THE WATERMARKET	Registered	75/112125	31-May-1996	2124925	30-Dec-1997
TRIPL-HULL	Registered	76/094213	21-Jul-2000	2577495	11-Jun-2002

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
TRUST THE WATER EXPERTS	Registered	74/520437	06-May-1994	1890197	18-Apr-1995
ULTRA-CLEER	Registered	72/250453	18-Jul-1966	0849049	14-May-1968
WATER DROP	Pending	78/314780	16-Oct-2003	n/a	n/a
WATER DROP	Pending	78/314796	16-Oct-2003	n/a	n/a
WATER SERVICES	Registered	73/644983	17-Feb-1987	1544303	20-Jun-1989
WAVE DESIGN	Registered	73/300507	09-Mar-1981	1235832	26-Apr-1983

**NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of September 30, 2004, is made by Culligan International Company, a Delaware corporation (the "Grantor"), as successor in interest to CDRC Acquisition Inc., in favor of Bank of America, N.A. (the "Agent"), as administrative agent for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 30, 2004 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or agreements, the "Credit Agreement"), among CDRC HOLDING S.à.r.l, a Luxembourg société à responsabilité limitée, CDRC HOLDING INC., a Delaware corporation (the "U.S. Holdco"), the Grantor, the Foreign Subsidiary Borrowers from time to time parties thereto, the Lenders from time to time parties thereto, the Agent, as administrative agent, BNP Paribas, as syndication agent, and Citicorp North America, Inc., General Electric Capital Corporation and Barclays Bank PLC, as documentation agents.

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 Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, CDRC Holding Corporation B.V., U.S. Holdco, the Grantor and certain of their subsidiaries executed and delivered a Guarantee and Collateral Agreement, dated as of September 30, 2004, in favor of the Agent (as the same may be amended, modified, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor 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 Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent, 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 mean-

ings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby grants, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than an Affiliate or a Subsidiary of the Grantor for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. 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. The Grantor 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.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

CULLIGAN INTERNATIONAL COMPANY

By: *Susan E. Bennett*  
Name: Susan E. Bennett  
Title: Vice President and Secretary

Notice and Confirmation of Grant  
of Security Interest in Trademarks

TRADEMARK  
REEL: 003060 FRAME: 0431



BANK OF AMERICA, N.A.

By: Bradford Jones  
Name: BRADFORD JONES  
Title: MD

Notice and Confirmation of Grant  
of Security Interest in Trademarks

TRADEMARK  
REEL: 003060 FRAME: 0432

Schedule A

Trademarks

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
A BETTER SHOWER WITH BETTER WATER	Pending	78/422094	20-May-2004	n/a	n/a
ACCUSOFT	Registered	74/460975	24-Nov-1993	1920775	19-Sep-1995
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QUALITY WATER AT WORK	Registered	73/752830	19-Sep-1988	1534693	11-Apr-1989
RUTH BERRY WORLD'S FINEST WATER PUMP AND DESIGN	Registered	74/404781	23-Jun-1993	1860838	01-Nov-1994
SMARTAP	Registered	73/784824	06-Mar-1989	1593908	01-May-1990
SOFNER-GARD	Registered	74/073275	27-Jun-1990	1685877	12-May-1992
SOFT-MINDER	Registered	73/793739	14-Apr-1989	1571700	19-Dec-1989
SUPER I	Registered	73/576444	06-Jan-1986	1405725	19-Aug-1986
SUPER S	Registered	76/004816	20-Mar-2000	2689712	25-Feb-2003
SURE-TEST	Registered	73/700469	11-Dec-1987	1499379	09-Aug-1988
SWIRLING C DESIGN	Registered	72/178783	11-Oct-1963	0790858	15-Jun-1965
SWIRLING C DESIGN	Registered	72/178785	11-Oct-1963	0782188	22-Dec-1964
SWIRLING C DESIGN	Registered	72/178784	11-Oct-1963	0771458	16-Jun-1964
SWIRLING C DESIGN	Registered	72/144694	16-May-1962	0774974	11-Aug-1964
THE CULLIGAN EDGE	Registered	76/039849	02-May-2000	2840580	11-May-2004
THE WATER CENTER	Registered	73/634179	08-Dec-1986	1464977	10-Nov-1987
THE WATER EXPERTS	Registered	73/780979	15-Feb-1989	1596838	15-May-1990
THE WATERMARKET	Registered	75/112125	31-May-1996	2124925	30-Dec-1997
TRIPL-HULL	Registered	76/094213	21-Jul-2000	2577495	11-Jun-2002

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
TRUST THE WATER EXPERTS	Registered	74/520437	06-May-1994	1890197	18-Apr-1995
ULTRA-CLEER	Registered	72/250453	18-Jul-1966	0849049	14-May-1968
WATER DROP	Pending	78/314780	16-Oct-2003	n/a	n/a
WATER DROP	Pending	78/314796	16-Oct-2003	n/a	n/a
WATER SERVICES	Registered	73/644983	17-Feb-1987	1544303	20-Jun-1989
WAVE DESIGN	Registered	73/300507	09-Mar-1981	1235832	26-Apr-1983