

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		05/24/2007	National Banking Association:
RECEIVING PARTY DATA			
Name:	Culligan Store Solutions, Inc.		
Street Address:	One Culligan Parkway		
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:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 926086		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

TRADEMARK

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Date:

05/31/2007

Total Attachments: 4

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

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of May 24, 2007, is made to Culligan Store Solutions, Inc., a Minnesota corporation (the "Grantor"), from 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 as of May 16, 2006, the "Credit Agreement"), among CULLIGAN HOLDING S.à.r.l, a Luxembourg société à responsabilité limitée, formerly CDRC Holding S.à.r.l, CULLIGAN INTERNATIONAL COMPANY, a Delaware corporation, as successor by merger to CDRC Acquisition Inc. (the "U.S. Borrower"), CULLIGAN HOLDING INC., a Delaware corporation, formerly CDRC Holding Inc. (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.

### **WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders 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, Culligan Holding Company B.V. (formerly CDRC Holding Corporation B.V.), U.S. Borrower, 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 (the "Security Interest") in certain Pledged Trademarks (as hereinafter defined); and

WHEREAS, a Notice and Confirmation of Grant of Security Interest in Trademarks related to the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on October 12, 2004, at Reel 3062 and Frame 0606; and

WHEREAS, the Agent now desires to terminate and release the entirety of the 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 Guarantee and Collateral Agreement, the Agent hereby agrees as follows:

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

SECTION 2. Pledged Trademarks. The term “Pledged Trademarks” as used herein, shall mean all of the Grantor’s right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule A hereto, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers, and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

SECTION 3. Release of Security Interest: The Agent hereby terminates, releases and discharges the Security Interest in the Pledged Trademarks, and any right, title or interest of the Agent in such Pledged Trademarks shall hereby cease and become void.

SECTION 4. Further Assurances: The Agent 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.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be executed by its duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A.

By: Steven Carrillo  
Name: Steven Carrillo  
Title: Vice President

[Termination and Release of Security Interest in Trademarks owned by Culligan Store Solutions, Inc..]

## **Schedule A**

### **Trademarks**

<b>TRADEMARK</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
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