

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Puro Water Group, Inc.		05/24/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Second Lien Collateral Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1300415	PURO	
Registration Number:	1403594	PURO	
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 # 942719		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

CH \$65.00 1300415

Date:

06/11/2007

Total Attachments: 6

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SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of May 24, 2007, is made by Puro Water Group, Inc., a Delaware corporation (the "Grantor") in favor of BNP Paribas (the "Second Lien Collateral Agent"), as administrative agent and collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to the Second Lien Credit Agreement, dated as of May 24, 2007 (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 successor agreements, the "Second Lien Credit Agreement"), among Culligan International Company ("U.S. Borrower"), Culligan Holding S.à.r.l., the Second Lien Collateral Agent, as administrative agent and collateral agent, Citicorp North America, Inc., as Syndication Agent, Lasalle Bank National Association and Natixis, as Co-Documentation Agents and the Lenders from time to time party thereto.

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, Culligan Holding Company B.V., Culligan Holding Inc., U.S. Borrower, the Grantor and certain other Subsidiaries of U.S. Borrower executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of May 24, 2007, in favor of the Second Lien Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor granted to the Second Lien Collateral 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 extensions of credit to the Grantor on the terms and subject to the conditions of the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Second Lien Collateral 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

meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Second Lien Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, it granted to the Second Lien Collateral 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 thereto 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 thereto 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 Second Lien Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien 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 are fully set forth in the Second Lien Credit Agreement and the Second Lien 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.

* * *

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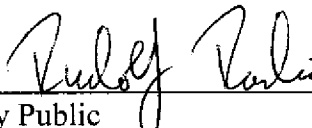
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PURO WATER GROUP, INC.

By: 
Name: Susan E. Bennett
Title: Senior Vice President,
General Counsel & Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24 day of May, 2007, before me personally appeared Susan E. Bennett of Puro Water Group, Inc. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

(Affix Seal Below)

RUDOLF RADIC
Notary Public, State of New York
No. 01RA5045326
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires June 12, 2007

BNP PARIBAS

By: Edith Aviles de Kostas
Name: Edith Aviles de Kostas
Title: Managing Director

By: [Signature]
Name:
Title: **DIMITRI JOBERT**
DIRECTOR

Schedule A

Trademarks

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
PURO	Registered	73/247499	24-Jan-1980	1300415	16-Oct-1984
PURO	Registered	73/456920	13-Dec-1983	1403594	29-Jul-1986