

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIC International Corporation		06/16/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ecolab Inc.		
Street Address:	370 Wabasha Street N.		
Internal Address:	ESC/F7		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55102		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2433194	TERRAZZO MEDIC	
Registration Number:	2577758	TILE MEDIC	
Registration Number:	2741008	STONE MEDIC	
CORRESPONDENCE DATA			
Fax Number:	(651)204-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	651-795-5978		
Email:	edward.courtney@ecolab.com		
Correspondent Name:	Edward R. Courtney		
Address Line 1:	370 Wabasha Street N.		
Address Line 2:	ESC/F7		
Address Line 4:	St. Paul, MINNESOTA 55102		
ATTORNEY DOCKET NUMBER:	VIC ASSIGNMENT (INST)		
NAME OF SUBMITTER:	Edward R. Courtney		

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Signature:

/erc/

Date:

09/08/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated June 16, 2004 is by and between VIC International Corporation, a Tennessee corporation ("Assignor"), and Ecolab Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated the date hereof (the "APA"), providing for the purchase by Assignee of all of the assets used in the stone restoration and maintenance division business of Assignor (the "Acquired Business").

WHEREAS, Assignor holds various trademark registrations and trademark applications used in the Acquired Business.

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 Closing Date, Assignor hereby assigns and delivers to Assignee all of Assignor's right, title and interest 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. Without limiting the generality of Section 4.8 of the APA, 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:

ASSIGNEE:

VIC INTERNATIONAL CORPORATION

ECOLAB INC.

By: J. Vic Green
Name: J. Vic Green
Title: PRESIDENT

By: William O. Fowler
Name: William O. Fowler
Title: Corporate Development
VICE PRESIDENT

SHAREHOLDER:

By: J. Vic Green
Name: J. Vic Green

EXHIBIT A
TO
TRADEMARK ASSIGNMENT AGREEMENT

1. Registered

- a. Trademark registration for "Terrazzo Medic", Reg. No 2,433,194, registered March 6, 2001
- b. Trademark registration for "Tile Medic", Reg. No. 2,577,758, registered June 11, 2002.
- c. Trademark registration for "Stone Medic", Reg. No. 2,741,008, registered, July 29, 2003.

2. Pending None.