

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tiorco, Inc.		03/31/2009	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Nalco Company
Street Address:	1601 W. Diehl Road
City:	Naperville
State/Country:	ILLINOIS
Postal Code:	60563-1198
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2690858	TIORCO
Registration Number:	2253190	POL E DUC
Registration Number:	1398186	HI-VIS
Registration Number:	1385610	WATER-CUT
Registration Number:	1380941	CAT-AN
Registration Number:	1184341	IOR
Registration Number:	0934321	UNI PERM
Registration Number:	1361278	FLOPERM

CORRESPONDENCE DATA

Fax Number: (630)305-2906
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (630) 305-1000
 Email: rtfaedtke@nalco.com
 Correspondent Name: Nalco Company
 Address Line 1: 1601 W. Diehl Road

CH \$215.00 2690858

Address Line 2: Patent & Licensing Dept.
Address Line 4: Naperville, ILLINOIS 60563-1198

ATTORNEY DOCKET NUMBER:	TIORCO, INC.
NAME OF SUBMITTER:	Stephen N. Landsman
Signature:	/Stephen N. Landsman/
Date:	04/02/2009

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of March 31, 2009 by and among **Tioreco, Inc.**, a Colorado corporation (“**Assignor**”), and **Nalco Company**, a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Distribution Agreement, dated as of March 31, 2009 (the “**Distribution Agreement**”);

WHEREAS, pursuant to the Distribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, the trademarks, registrations and registration applications set forth on Schedule 1 attached hereto (collectively, the “**Assigned Trademarks**”); and

WHEREAS, the Distribution Agreement is intended to result in the transfer of the entire portion of the business to which the Assigned Trademarks pertain as an ongoing and existing concern.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in conjunction with the transfer of the entire portion of the business to which the Assigned Trademarks pertain, Assignor hereby assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized in the Assigned Trademarks, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date (as defined in the Distribution Agreement) or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the registered Assigned Trademarks.

Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor’s true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth herein, and from time to time to institute and prosecute in Assignor’s name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Assigned Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Assigned Trademarks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem

advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

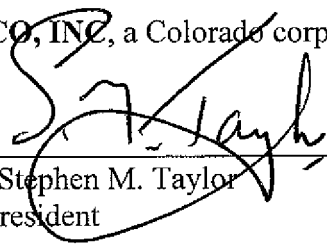
This Assignment is subject to the terms and provisions of the Distribution Agreement and in the event of a conflict between this Assignment and the Distribution Agreement, the terms of the Distribution Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first set forth above.

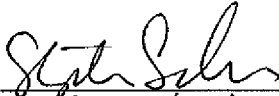
"ASSIGNOR"

TIORCO, INC, a Colorado corporation

By: 
Name: Stephen M. Taylor
Title: President

"ASSIGNEE"

NALCO COMPANY, a Delaware corporation

By: 
Name: Stephen Landsman
Title: Vice President

10/12

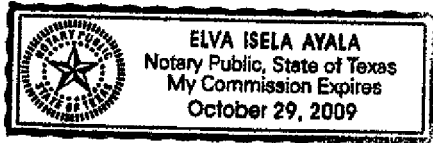
STATE OF TEXAS)
) ss
COUNTY OF FORT BEND)

On this 25th day of March, 2009, before me, the undersigned notary public, personally appeared Stephen M. Taylor (name of document signer), proved to me through satisfactory evidence of identification, which were Texas Driver License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(as President for Tiorco, Inc., a Colorado corporation)

Elva Isele Ayala (official signature and seal of notary)

My commission expires 10/29/09



SCHEDULE 1

U.S. Trademark Tiorco Reg. No. 2690858 Registered Feb. 25, 2003

U.S. Trademark POL E DUC Reg. No. 2253190 Registered June 15, 1999

U.S. Trademark HI-VIS Reg. No. 1398186 Registered June 24, 1986

U.S. Trademark WATER-CUT Reg. No. 1385610 Registered March 11, 1986

U.S. Trademark CAT-AN Reg. No. 1380941 Registered February 4, 1986

U.S. Trademark IOR and Design Reg. No. 1184341 Registered January 5, 1982

U.S. Trademark UNI PERM Reg. No. 0934321 Registered May 23, 1972

U.S. Trademark FLOPERM Reg. No. 1361278 Registered September 24, 1985

TIOR-KOH (not registered with the U.S. Patent and Trademark Office)

TIOR-CO3 (not registered with the U.S. Patent and Trademark Office)