

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
Ecolab Inc.		01/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ecolab USA Inc.
Street Address:	370 Wabasha Street North
Internal Address:	ESC-F7610
City:	Saint Paul
State/Country:	MINNESOTA
Postal Code:	55102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1497423	ECOLAB
Registration Number:	1524340	ECOLAB
Registration Number:	1525025	ECOLAB
Registration Number:	1527356	ECOLAB
Registration Number:	1538458	ECOLAB
Registration Number:	1538857	ECOLAB
Registration Number:	1538718	ECOLAB
Registration Number:	1539982	ECOLAB
Registration Number:	2756266	INSPEXX

CORRESPONDENCE DATA

Fax Number: (651)204-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 651.795.5978

900141360

**TRADEMARK
 REEL: 004048 FRAME: 0614**

CH \$240.00 1497423

Email: edward.courtney@ecolab.com
Correspondent Name: Edward R. Courtney, Esq.
Address Line 1: 370 Wabasha Street North
Address Line 2: ESC-F7610
Address Line 4: Saint Paul, MINNESOTA 55102

ATTORNEY DOCKET NUMBER:	ECOLAB-4659
NAME OF SUBMITTER:	Edward R. Courtney
Signature:	/erc/
Date:	08/19/2009

Total Attachments: 3
source=Ecolab & Inspexx Assignment#page1.tif
source=Ecolab & Inspexx Assignment#page2.tif
source=Ecolab & Inspexx Assignment#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 1st day of January, 2009, between Ecolab Inc., a Delaware corporation, (hereinafter the "Assignor") and Ecolab USA Inc., a Delaware corporation, (hereinafter the "Assignee").

RECITALS

WHEREAS, the Assignor is the record owner of the trademarks and corresponding trademark registrations and applications identified in the Trademark Schedule 1, attached hereto.

WHEREAS, the Assignor and Assignee are desirous of Assignee acquiring all right, title and interest in and to the trademarks and the trademark registrations and applications, except for any Madrid Agreement International Registrations or applications therefore, or the Madrid Agreement portions of International Registrations or applications therefore.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee its entire right, title, and interest, in and to the trademarks and the trademark registrations and applications, except for any Madrid Agreement International Registrations or applications therefore, or the Madrid Agreement portions of International Registrations or applications therefore, together with the goodwill of the business associated with or symbolized by the trademarks, and the right to sue and recover for past trademark infringements, dilution and other violations.

The Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as is necessary or reasonable to assign, transfer, perfect, record, maintain, register or enforce the rights of Assignee in and to the trademarks and the trademark registrations and applications.

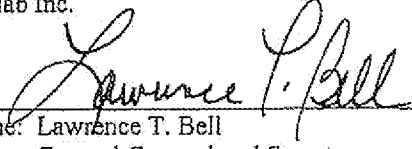
All fees, costs and expenses connected with the transfer of the trademarks and said trademark registrations and applications shall be borne and paid by the Assignee.

IN WITNESS WHEREOF the Assignor and the Assignee have caused this Trademark Assignment to be duly executed and delivered as of the date stated above.

Signed for on behalf of:

Ecolab Inc.

By:

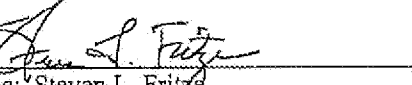

Name: Lawrence T. Bell

Title: General Counsel and Secretary

Signed for on behalf of:

Ecolab USA Inc.

By:


Name: Steven L. Fritz

Title: Chief Financial Officer

Trademark Schedule 1

[Portions Redacted]

Registered Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Ecolab	United States	1497423	26 July 1988
Ecolab & Design	United States	1524340	14 February 1989
Ecolab	United States	1525025	21 February 1989
Ecolab & Design	United States	1527356	28 February 1989
Ecolab	United States	1538458	9 May 1989
Ecolab & Design	United States	1538718	16 May 1989
Ecolab & Design	United States	1538857	16 May 1989
Ecolab & Design	United States	1539982	23 May 1989
Inspexx	United States	2756266	28 August 2003