

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joh. A Benckiser GmbH		01/01/1994	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	Benckiser Consumer Products Inc.		
Street Address:	Corporate Center 1		
Internal Address:	55 Federal Road		
City:	Danbury		
State/Country:	CONNECTICUT		
Postal Code:	06813		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0306582	CALGON	
CORRESPONDENCE DATA			
Fax Number:	(212)818-9606		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-818-9200		
Email:	mlerner@ssbb.com,mwilliams@ssbb.com,pcarey@ssbb.com		
Correspondent Name:	Mark Lerner		
Address Line 1:	230 Park Avenue		
Address Line 2:	Suite 1130		
Address Line 4:	New York, NEW YORK 10169-0079		
ATTORNEY DOCKET NUMBER:	104741.10		
NAME OF SUBMITTER:	Mark Lerner		
Signature:	/mark lerner/		

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Date:

10/28/2009

Total Attachments: 10

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LICENCE AGREEMENT

between

Joh. A. Benckiser GmbH
Ludwig-Bertram-Straße 8 + 10
D - 67059 Ludwigshafen

- hereinafter referred to as "Licensor" -

and

Benckiser Consumer Products, Inc.
Corporate Centre 1
55 Federal Road
Danbury, Connecticut 06813

- hereinafter referred to as "Licensee" -

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Preamble

Licensor has special know-how in the field of development and manufacture of water softeners, dishwashing agents, detergents and cleaners. Licensor is willing to license his know-how to Licensee pursuant to the provisions of this Agreement. Licensee is free to produce himself any products manufactured under the formulae and manufacturing processes of Licensor, hereinafter referred to as "the Products", or to buy the Products either from the Manufacturing Companies of the Benckiser Group or from third party manufacturers. The Benckiser Manufacturing Companies will have to calculate their intercompany prices on the basis of their full costs plus a mark-up. No cost of research and development shall be included in the a.m. full costs.

Licensor is the owner, or he is himself a licensee of the trademarks specified in the trademark catalogue for the Territory referred to in § 2. Licensee knows the contents of the trademark catalogue.

Licensee is interested in the sale of the Products.

Therefore, the parties conclude the following Agreement:

§ 1: Scope of Licence

- 1.1 The licence includes Licensor making available to Licensee the formulae, manufacturing processes and industrial secrets for the Products. In addition, all patents and patent applications which Licensor holds or will acquire in the Territory and which relate or may relate to the Products, will be made available to Licensee.
- 1.2 Furthermore, Licensor grants to Licensee the use of the trademarks specified in the trademark catalogue.
- 1.3 In addition to the scope described in §§ 1.1 and 1.2, Licensor shall provide Licensee with his assistance as specified below:
 - market research, market observation;
 - gathering of data in respect of market shares;
 - cooperation with international manufacturers of household machines (washing machines, dishwashing machines);
 - media advertising, advertising spots;
 - EDP systems (i.a. Management Information System);
 - storage and transportation of finished products;
 - selection of production facilities for the manufacture of new Products or for modifications of existing Products;

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- analysis of best location for production facilities with regard to energy supply, waste disposal, transportation costs;
- cost estimates, feasibility studies, selection of suppliers of investment goods;
- productivity analysis by comparative studies within the Benckiser Group, with a view to cost reduction;
- participation in purchase contracts on behalf of the Benckiser Group;
- solution of logistics and environmental problems;
- legal, patent and trademark matters;
- personnel matters.

§ 2: Territory

The Territory shall be the United States of America.

§ 3: Type of Licence

- 3.1 The licence is exclusive.
- 3.2 The licence is not assignable.
- 3.3 Any sub-licenses shall be subject to the prior written consent of Licensor.
- 3.4 Licensor shall not sell, within the Territory, any products similar to the Products.

§ 4: Quality of Licensed Products

- 4.1 Licensee shall use his best efforts for the manufacture of good quality Products.
- 4.2 Licensee shall, at the option of Licensor, buy the raw materials necessary for the manufacture of the Products from Licensor or from suppliers selected jointly with Licensor.
- 4.3 Licensor shall have the right to supervise whether the Products manufactured under the licence are of the quality standard agreed upon. He may prohibit the delivery of Products of a sub-standard quality.

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§ 5: Improvements and Modifications by Licensor

Licensor shall make available to Licensee without any increase in royalties any improvements or modifications made by him.

§ 6: Improvements and Modifications by Licensee

- 6.1 Any improvements or modifications of the Products made by Licensee shall be subject to the prior written consent of Licensor.
- 6.2 Licensor shall have the right to make use, free of charge, of any such improvements or modifications made by Licensee.
- 6.3 If any improvements are capable of being protected, Licensor shall have the right to have such improvements patented or otherwise protected in the countries of his choice, without a fee being due to Licensee therefor.

§ 7: Exclusion of Liability

- 7.1 Except for providing the necessary documents and except for the technical assistance specified in § 1.2, Licensor shall not be liable for the risk of technical manufacture.
- 7.2 Licensor shall not be liable for the commercial exploitability of the Products.

§ 8: Liability for Third Party Claims

- 8.1 Licensor warrants that to the best of his knowledge no third-party intellectual property rights are infringed by the sale of the Products. However, he does not assume any liability in this respect.
- 8.2 Licensee shall inform Licensor in case he is prosecuted for infringement of an intellectual property right. Licensor shall be given the possibility of being a party in any legal proceedings instituted against Licensee.

§ 9: Action for Infringement

- 9.1 The parties shall come to an understanding on all measures to be taken to prevent third parties from imitating the trademarks or the product design.

- 9.2 In particular, the parties shall assist each other in case legal proceedings are instituted against imitators.

§ 10: Obligation to Exercise

- 10.1 Licensee is obliged to manufacture and sell the Products in accordance with this Agreement.
- 10.2 Licensee shall obtain Licensor's prior written consent if he decides to have the Products manufactured by a third party.

§ 11: Secrecy

Licensor shall make available to Licensee all existing documents related to the subject matter of the Licence. Licensee shall not disclose any such documents, nor their contents, nor any other of Licensor's commercial and industrial secrets made known to him by Licensor, such obligation subsisting even after the termination of the Agreement. Licensee shall impose the same obligation of secrecy upon his employees, external manufacturers and consultants. In particular, Licensee shall not make available such documents or know-how to third parties, unless with Licensor's prior written consent.

§ 12: Royalty

- 12.1 Licensee is obliged to pay a royalty of 5 % of the net sales of Licensee to buyers not affiliated to the Benckiser Group for the use of the trademarks and the know-how of Licensor. "Net sales" shall be defined as the value of the Products (VAT not included) less rebates, bonuses or discounts. The value of goods given away free of charge shall not be subject to the payment of royalties.
- 12.2 The claim for royalties shall arise at the time the Products manufactured under the Agreement leave the premises of Licensee.
- 12.3 Any direct taxes and dues payable on royalties within the Territory shall be borne by Licensor.

§ 13: Payment of Royalty

- 13.1 The amount of royalty due shall be calculated as of the end of each calendar quarter. Licensee shall send a complete statement no later than by the 10th

calendar day of the month following such calendar quarter and shall pay the resulting amount by the 20th calendar day thereafter.

The statement shall contain the amount of royalty payable for each Product, the total amount and the amount of withholding tax, if any.

- 13.2 The amount payable shall be due and is to be transferred in local currency.

§ 14: Accounting

It is Licensee's obligation to maintain records of the Products, stating the name of each Product, the quantity sold and the net sales invoiced. Licensor shall have the right to examine the correct determination of the royalties, or to have it examined by an auditor.

§ 15: Term

- 15.1 The Agreement takes effect on the 1st of January, 1994.
- 15.2 The Agreement continues for an indefinite period of time. It may be terminated in writing by either party at the end of each calendar year with a six months' prior notice.
- 15.3 Upon termination of the Agreement, Licensee shall return to Licensor all documents previously made available to him.

§ 16: Governing Law; Competent Court

- 16.1 This Agreement is subject to German law.
- 16.2 The competent court of jurisdiction shall be in Mannheim, Germany.

§ 17: Other Provisions

- 17.1 As far as the licensing of know-how is concerned, this Agreement shall replace the Agreement dated November 11, 1987, including Amendment dated January 29, 1990.
- 17.2 Any amendments and additions to this Agreement shall be made in writing.

17.3 Should a provision of this Agreement be void, this shall not affect the validity of the other provisions hereof. The parties shall rather replace the void provision by a valid one which comes closest to the void provision from an economy point of view.

Ludwigshafen, 22/4/94

Danbury, 17/5/94

Johann Peter Löhrer
.....
Joh. A. Benckiser GmbH

Al DiChello
.....
Benckiser Consumer Products, Inc.

Trademarks owned by Joh. A. Benckiser GmbH

Country	Case Number	Mark
US	1516970	Apply 'N Vac
US	319553	Calgonite
US	1042054	CLEAN & SMOOTH
US	934322	Cling free
US	719767	Delicare
US	829572	DIP-IT
US	601119	DIP-IT
US	1646572	Earth Rite
US	1723176	Earth Rite
US	1719785	Earth Rite + device
US	1656565	Earth Rite + device
US	831210	Electra-Sol
US	872739	Electrasol
US	596505	FINISH
US	1051064	Focus
US	990628	Free N'Soft
US	688803	Fruit-Fresh
US	1071739	G design
US	585411	Glamorene
US	564603	Glamorene
US	596101	Glamorene
US	596102	Glamorene
US	1453817	Glamorene Dryer Clean
US	1246745	Glamorene Rinse Free
US	1358766	Glamorene Spotless
US	791964	Glass Magic
US	700766	JET-DRY
US	716263	LIME-A-WAY
US	1227231	LIME-A-WAY
US	1406406	LIME-A-WAY
US	1151387	Plush
US	1049341	Purafix
US	1418851	Purafix
US	1339935	SCRUB FREE
US	1543107	Spray 'N Brush
US	953825	Spray 'N Vac

For the following trademark, Joh. A. Benckiser GmbH is Licensee of Ecolab Inc.,
USA:

Mark	Case Number
Soilax	186 368
	401 571
	782 194
	787 041
	634 189

For the following trademarks, Joh. A. Benckiser GmbH is Licensee of Merck Corp.,
USA:

Mark	Case Number
Calgon	306 582
Calgon	783 782
Calgon Bouquet	358 518
Calgon Bouquet	868 474
Calgon Bouquet Bath	1 019 150
Instant Calgon	551 705
Calgon Makes Water softer than Rain	570 365

For the following trademark, Joh. A. Benckiser GmbH is Licensee of Beecham Plc:

Mark	Case Number
Calgonite	319 553 <i>Expired</i>