

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
Clayton, Dubilier & Rice, Inc.		11/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Clayton, Dubilier & Rice Holdings, L.P.		
Street Address:	375 Park Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	exempted limited partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2316410	CLAYTON, DUBILIER & RICE	
Registration Number:	2824230	CD&R	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Judith L. Church, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	15555-1147		
NAME OF SUBMITTER:	Judith L. Church		

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Signature:	/Judith L. Church/
Date:	12/07/2009
Total Attachments: 5 source=cdr_22963432#page1.tif source=cdr_22963432#page2.tif source=cdr_22963432#page3.tif source=cdr_22963432#page4.tif source=cdr_22963432#page5.tif	

ASSIGNMENT OF U.S. TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of November 23, 2009, by Clayton Dubilier & Rice, Inc., a Delaware corporation having a principal place of business at 375 Park Avenue, 18th Floor, New York, New York 10152 ("Assignor") to Clayton, Dubilier & Rice Holdings, L.P., a Cayman Islands exempted limited partnership having a principal place of business at 375 Park Avenue, 18th Floor, New York, New York 10152 ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Contribution, Assignment and Assumption Agreement, dated as of the date hereof (as it may be amended, modified or supplemented from time to time, the "Agreement") providing for the contribution and assignment by Assignor to Assignee of all Assignor's right, title and interest to substantially all of Assignor's assets, including, but not limited to, the Assigned Marks (as defined below);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, and other marks, including but not limited to those set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby contribute, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the date hereof, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to

Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in the Agreement and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of the Agreement and this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

CLAYTON, DUBILIER & RICE, INC.

By: 

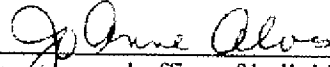
Name: Theresa A. Gore

Title: Vice President, Treasurer and
Assistant Secretary

ACKNOWLEDGMENT

STATE OF NEW YORK)
 :SS:
COUNTY OF NEW YORK)

On November 23, 2009, before me, the undersigned, personally appeared Theresa A. Gore, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



(signature and office of individual taking acknowledgment)

JOANNE ALVES
Notary Public, State of New York
No. 01AL6089193
Qualified in Westchester County
Commission Expires March 17, 2017 !/

SCHEDULE I

Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CLAYTON, DUBILIER & RICE	2,316,410	February 8, 2000
CD&R	2,824,230	March 23, 2004