

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
Dober Chemical Corporation		09/09/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Ecolab Inc.		
Street Address:	370 Wabasha Street North		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55102-2233		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3793750	E-MAX	
Registration Number:	2076116	ULTRAX	
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, Esq.		
Address Line 1:	370 Wabasha Street North		
Address Line 2:	ESC-F7610		
Address Line 4:	Saint Paul, MINNESOTA 55102-2233		
ATTORNEY DOCKET NUMBER:	ECOLAB-6655/6656		
NAME OF SUBMITTER:	Edward R. Courtney		
Signature:	/erc/		

CH \$65.00 3793750

Date:

10/15/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of September 9, 2010 (the "Effective Date"), is made by and between Dober Chemical Corp., an Illinois corporation ("Assignor"), and Ecolab Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 7, 2010 (the "Purchase Agreement"), pursuant to which Assignee is acquiring the Purchased Assets (as defined in the Purchase Agreement) from Assignor;

WHEREAS, Assignor is the record owner of the trademarks, listed in Schedule A hereto and incorporated in this Assignment by this reference (collectively, the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at the closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or misappropriation thereof, with the right to sue for and collect the same for Assignee's own use and enjoyment.

2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee.

3. Assignor shall provide to Assignee reasonable cooperation and assistance at Assignee's expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (c) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection and/or recording of this Assignment; which in each case

above, as Assignee may reasonably request to transfer to Assignee, and to confirm the Assignee's title to or interest in, the Trademarks. Assignee shall bear all responsibility and expense for preparing all additional instruments of assignment or transfer, recording any such instruments of assignment or transfer, and any fee or tax levied thereon, and Assignee shall bear all prosecution and maintenance costs incurred with respect to the Trademarks, after the date of this Assignment.

4. This Assignment is entered into pursuant to the Purchase Agreement and is subject to the terms of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern to the extent of such conflict.

5. This Assignment shall be construed, interpreted and applied in accordance with the laws of the State of Delaware.

6. This Assignment may be amended or modified only by a written instrument signed by Assignor and Assignee.

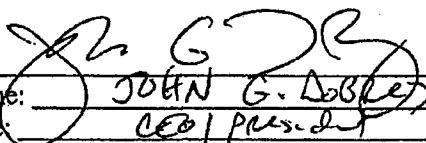
This Assignment may be executed in counterparts, and any or all of such executed counterparts may be delivered by facsimile transmission, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signatures appear on next page]

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IN WITNESS WHEREOF, each party hereto has hereunto set its hand as of the date first set forth above.

DOBER CHEMICAL CORP.
an Illinois corporation

By: 
Name: JOHN G. DOBLER
Title: CEO / PRESIDENT

ECOLAB INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

Signature Page to Trademark Assignment Agreement

IN WITNESS WHEREOF, each party hereto has hereunto set its hand as of the date first set forth above.

DOBER CHEMICAL CORP.
an Illinois corporation

By: _____
Name: _____
Title: _____

ECOLAB INC.
a Delaware corporation

By: Thomas W. Handley
Name: Thomas W. Handley
Title: President, Ind., + Sr. N.A.

Signature Page to Trademark Assignment Agreement

TRADEMARK
REEL: 004296 FRAME: 0795

Schedule A

Mark	Current Owner (Registrant/Applicant)	Jurisdiction	Registration Number/Date	Status
E-Max	Seller (Registrant)	United States	3793750 May 25, 2010	Live; renewal deadline: May 25, 2016
Ultrax	Seller (Registrant)	United States	2076116 July 1, 1997	Live; renewal deadline: July 1, 2017