

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
O.R. Solutions, Inc.		11/11/2010	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Ecolab Inc.
<b>Street Address:</b>	370 Wabasha Street North
<b>City:</b>	Saint Paul
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55102
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	1893036	CENTRATION
Registration Number:	1924536	TOP DRAPE
Registration Number:	2034432	HUSH SLUSH
Registration Number:	2076355	PLATE-DRAPE
Registration Number:	2076356	DISC-DRAPE
Registration Number:	1788832	O.R. SOLUTIONS
Registration Number:	2939760	SMART DRAPE
Registration Number:	1868864	AUTO-SLUSH
Registration Number:	1861729	AUTO-STIR
Registration Number:	3033208	SMART WARMER
Registration Number:	1869436	TWIN-PAN
Registration Number:	3715858	CENTRATION PLATE
Serial Number:	77304271	PORTA-SLUSH
Serial Number:	77419624	SAFE DRAPE

**900189270**

**TRADEMARK  
 REEL: 004521 FRAME: 0643**

**CH \$415.00 1893036**

Registration Number:	3571866	TOP COMMAND
Registration Number:	3185079	SCOPE CRADLE

**CORRESPONDENCE DATA**

Fax Number: (651)204-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 651.795.5978  
Email: ed.courtney@ecolab.com  
Correspondent Name: Edward R. Courtney  
Address Line 1: 655 Lone Oake Drive  
Address Line 2: ESC-F7610  
Address Line 4: Eagan, MINNESOTA 55102-2233

NAME OF SUBMITTER:	Edward R. Courtney
Signature:	/erc/
Date:	04/14/2011

**Total Attachments: 5**  
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of March 4, 2011 by and between O.R. Solutions, Inc., a Virginia corporation ("Assignor"), and Ecolab Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor, Assignee and Durward Faries, an individual and resident of the state of Nevada, are parties to that certain Asset Purchase Agreement dated as of November 11, 2010 (the "Asset Purchase Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to all Marks pertaining to the Business (the "Assigned Marks"), including the Marks set forth on Schedule A hereto. Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.


NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee hereby purchases and receives from Assignor, all of Assignor's right, title and interest in and to the Assigned Marks, all tangible and electronic embodiments of the Assigned Marks, and all rights to institute or maintain any Proceeding or other action to protect the Assigned Marks or recover damages for any past or present infringement thereof.
2. Governing Law. Any and all claims, disputes or controversies in any way arising out of or relating to (a) this Assignment, (b) any breach, termination or validity of this Assignment, (c) the transactions contemplated hereby or (d) any discussions or communications relating in any way to this Assignment or transactions contemplated hereby, and the existence or validity of any and all defenses to such claims, disputes or controversies, shall be governed and resolved exclusively by the laws of the State of Delaware, notwithstanding the existence of any conflict of laws principles that otherwise would dictate the application of any other state's law. Each party irrevocably and unconditionally waives any right to object to the application of Delaware law or argue against its applicability to any of the matters referenced in the immediately preceding sentence.
3. Construction. This Assignment is delivered pursuant to and is subject to the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement shall prevail.
4. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**O.R. SOLUTIONS, INC.**

By:   
Name: Duward Faries  
Title: CEO

**ECOLAB INC.**

By: \_\_\_\_\_  
Name: Susan K. Nestegard  
Title: President – Global Healthcare Sector


*[Signature Page to Trademark Assignment Agreement (ORS)]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**O.R. SOLUTIONS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ECOLAB INC.**

By:   
Name: Susan K. Nestegard  
Title: President – Global Healthcare Sector

*[Signature Page to Trademark Assignment Agreement (ORS)]*

SCHEDULE A  
TO  
TRADEMARK ASSIGNMENT

**U.S. Trademark Registrations**

Registration No.	Serial No.	Registration Date	Mark
1924536	74243099	10/03/1995	TOP DRAPE
1788832	74255447	08/17/1993	O.R. SOLUTIONS
1868864	74370858	12/20/1994	AUTO-SLUSH
1893036	74433728	05/09/1995	CENTRATION
2101744	74433729	09/30/1997	PORTA-SLUSH
1869436	74446841	12/27/1994	TWIN-PAN
1861729	74446844	11/08/1994	AUTO-STIR
2034432	74676963	01/28/1997	HUSH SLUSH
2076355	75013028	07/01/1997	PLATE-DRAPE
2137706	75013036	02/17/1998	TOP-COMMAND
2076356	75013037	07/01/1997	DISC-DRAPE
2100064	75013038	09/23/1997	PLATFORM-SLUSH
3715858	77287291	11/24/09	CENTRATION PLATE
3571866	77481002	02/10/2009	TOP COMMAND
2939760	78306012	04/12/2005	SMART DRAPE
3033208	76585960	12/20/2005	SMART WARMER
3185079	76695180	12/12/2006	SCOPE CRADLE

SCHEDULE A  
TO  
TRADEMARK ASSIGNMENT

U.S. Trademark Applications

75657040	03/10/1999	ON-COMMAND
77304271	10/15/2007	PORTA-SLUSH
77419624	03/12/2008	SAFE DRAPE
78306016	09/26/2003	SAFE DRAPE