

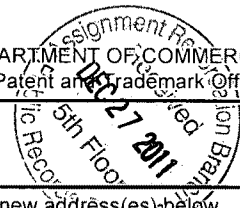
12/27/2011



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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

ET



12/27/11

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Culligan International Company

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Delaware  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Wilmington Trust, National Association

Internal

Address: \_\_\_\_\_

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: Minnesota

Country: USA Zip: 55402

- ☒ Association Citizenship Minnesota  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) December 14, 2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See attached.

B. Trademark Registration No.(s)

See attached.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Milbank, Tweed, Hadley & McCloy, LLP

Internal Address: \_\_\_\_\_

Street Address: One Chase Manhattan Plaza

City: New York

State: New York Zip: 10005

Phone Number: 212-530-5000

Fax Number: 212-530-5219

Email Address: JKlaiber@milbank.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00**

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

Deposit Account Number: 12/28/2011 ATTORNEYS 00000000 77388206

Authorized User Name: 01 FC:0521 40.00 00  
100.00 00

**9. Signature:**

James R. Klaiber  
Signature

December 20, 2011

Date

James R. Klaiber, Reg. No. 41,902

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 004697 FRAME: 0875**

Schedule A

**Trademarks**

<b>Trademark</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
SULFUR-CLEER	Registered	77/388206	02/04/08	3599828	03/31/09
HEY CULLIGAN MAN!	Registered	77/653311	01/21/09	3724710	12/15/09
DIAL-A-SOFTNESS	Registered	77/336998	11/26/07	3772180	04/06/10
BOTTLE-FREE	Registered	77/949659	03/03/10	3878136	11/16/10
BOTTLE-FREE IS COOLER	Registered	77/949677	03/03/10	3878137	11/16/10

**SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of December 14, 2011, is made by Culligan International Company, a Delaware corporation (the "Grantor") in favor of Wilmington Trust, National Association (as successor to BNP Paribas, the "Second Lien Collateral Agent"), as administrative agent and collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to that certain Second Lien Credit Agreement, dated as of May 24, 2007 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Second Lien Credit Agreement"), among the Grantor, Culligan Holding S.à.r.l., the Second Lien Collateral Agent, Citicorp North America, Inc., as Syndication Agent, LaSalle Bank National Association and Natixis, as Co-Documentation Agents and the Lenders from time to time party thereto.

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, Culligan Holding Company B.V., Culligan Holding Inc., the Grantor and certain other Subsidiaries of the Grantor executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of May 24, 2007, in favor of the Second Lien Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor granted to the Second Lien Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantor on the terms and subject to the conditions of the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Second Lien Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Second Lien Guarantee and Collateral Agreement, subject to existing licenses to

use the Trademarks granted by the Grantor in the ordinary course of its business, it granted to the Second Lien Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than an Affiliate or a Subsidiary of the Grantor, or any Trademark of any Grantor, for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses or the abandonment, cancellation or voidance of such Trademark.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Second Lien Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CULLIGAN INTERNATIONAL COMPANY

By: Susan E. Bennett

Name: Susan E. Bennett  
Title: Senior Vice President,  
General Counsel & Secretary

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Second Lien Collateral Agent

By: \_\_\_\_\_

Name:

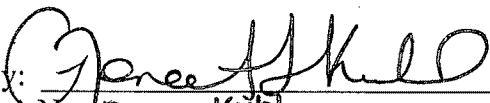
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CULLIGAN INTERNATIONAL COMPANY

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

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Second Lien Collateral Agent

By:  \_\_\_\_\_  
Name: Renee Kuhl  
Title: Vice President

[Signature Page to Second Lien Notice of Grant of Security Interest in Trademarks  
(Second Lien Credit Agreement)]