

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kay Chemical Company		02/08/2012	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Ecolab USA Inc.
Street Address:	370 Wabasha Street North
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2220974	AROGUARD
Registration Number:	2572530	BIO-SHIELD
Registration Number:	1522312	CAPITAL
Registration Number:	1510625	EMPIRE
Registration Number:	1475589	KADET
Registration Number:	1553420	KAY
Registration Number:	2200010	KAY
Registration Number:	2096129	KAY
Registration Number:	1217219	KAY-5
Registration Number:	2455190	KAYQUAT
Registration Number:	2534976	NO-THAW
Registration Number:	2430091	SIZZLE
Registration Number:	1935481	WRITE-AWAY

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CORRESPONDENCE DATA

Fax Number: (651)204-7522
Phone: 651.795.5978
Email: edward.courtney@ecolab.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Edward R. Courtney, Esq.
Address Line 1: 370 Wabasha Street North
Address Line 2: ESC-F7
Address Line 4: St. Paul, MINNESOTA 55102

NAME OF SUBMITTER:	Edward R. Courtney
Signature:	/erc/
Date:	02/09/2012

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made by and between Kay Chemical Company, a North Carolina corporation (hereinafter the "Assignor") and Ecolab USA Inc., a Delaware corporation (hereinafter "Assignee") to become effective when executed by duly authorized representatives of each of the parties.

RECITALS

WHEREAS, the Assignor is the record owner of the trademarks and corresponding trademark registrations and applications identified in the Trademark Schedule A, attached hereto.

WHEREAS, the Assignor and Assignee are desirous of Assignee acquiring all rights, title, interest and the corresponding goodwill in and to the trademarks and the trademark registrations and applications thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee its entire right, title and interest in and to the trademarks and the trademark registrations and applications, together with the goodwill of the business associated with or symbolized by the trademarks, and the right to sue and recover for past trademark infringements, dilutions and other violations.

The Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as is necessary or reasonable to assign, transfer, perfect, record, maintain, register or enforce the rights of Assignee in and to the trademarks and the trademark registrations and applications.

All fees, costs and expenses connected with the transfer of the trademarks and said trademark registrations and applications shall be borne and paid by the Assignee.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be duly executed and delivered as of the Effective Date.

Signed for on behalf of:

Kay Chemical Company

By: 

Name: Andrew D. Sorensen

Title: Chief Patent Counsel

Date: February 8, 2012

Signed for on behalf of:

Ecolab USA Inc.

By: 

Name: Edward R. Courtney

Title: Senior Trademark Attorney

Date: February 8, 2012

TRADEMARK SCHEDULE A

Registered Trademarks:

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
AROGUARD	United States	2220974	January 26, 1999
BIO-SHIELD	United States	2572530	May 28, 2002
CAPITAL	United States	1522312	January 31, 1989
EMPIRE	United States	1510625	November 1, 1988
KADET	United States	1475589	February 9, 1988
KAY	United States	1553420	August 29, 1989
KAY & GLOBE DESIGN	United States	2200010	October 27, 1998
KAY & GLOBE DESIGN	United States	2096129	September 9, 1997
KAY-5 & Design	United States	1217219	November 23, 2002
KAYQUAT	United States	2455190	May 29, 2001
NO-THAW	United States	2534976	January 29, 2002
SIZZLE	United States	2430091	February 20, 2001
WRITE-AWAY	United States	1935481	November 14, 2005