

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
Ecolab Inc.		01/01/2009	CORPORATION: DELAWARE

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: 99

Property Type	Number	Word Mark
Registration Number:	2637351	E STAT
Registration Number:	1415515	EASY 20
Registration Number:	1412899	EASY GLOW
Registration Number:	1796723	
Registration Number:	3754761	ECOCARE
Registration Number:	2879478	ECOCARE
Registration Number:	3349366	ECOFLEET
Registration Number:	1073420	ECO-KLENE
Registration Number:	2810490	ECONET
Registration Number:	415960	ECONO SOUR
Registration Number:	2526181	ECO-PORT
Registration Number:	1119076	ECO-SAN
Registration Number:	1750698	ECOSHINE
Registration Number:	2691203	ECOSPHERE

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Registration Number:	1480715	ECO-SPRAY
Registration Number:	1730526	ECO-STAR
Registration Number:	1970407	ECOSTAR
Registration Number:	2768068	ECOSURE
Registration Number:	1225370	ECOTEMP
Registration Number:	1943805	ECOTEMP
Registration Number:	1335023	ECOTEMP
Registration Number:	1097987	ECO-TEMP
Registration Number:	3110473	ECO-WIPE
Registration Number:	1805073	ELITE
Registration Number:	1336251	ENCOUNTER
Registration Number:	1312955	EPI CARE
Registration Number:	1835962	EPIVERA E
Registration Number:	1848029	ESCAPE
Registration Number:	975172	EXALT
Registration Number:	3174702	EXELERATE
Registration Number:	648400	EXPRESS
Registration Number:	149824	
Registration Number:	1837695	E-Z MIX
Registration Number:	1016685	F/H
Registration Number:	1644178	FIRST BASE
Registration Number:	1929714	FIRST IMPRESSION
Registration Number:	1660473	FLASHBACK
Registration Number:	2536867	FLEX PAK
Registration Number:	2973722	FLEXYLITE
Registration Number:	3467643	FOOD SAFETY SOLUTIONS
Registration Number:	597470	FOREL
Registration Number:	3075607	FORMULA 1
Registration Number:	3110383	FORTRESS
Registration Number:	2549977	FRESH2O
Registration Number:	1980778	FX-3
Registration Number:	3107792	GATEKEEPER
Registration Number:	2263098	GELPRO
Registration Number:	2261103	GEMSTAR
Registration Number:	2884268	GEMSTAR LASER

	2141497	GEOSYSTEM
Registration Number:	2982072	GLASS FORCE
Registration Number:	3209607	GLASS SHOT
Registration Number:	3121591	GREASE EXPRESS
Registration Number:	1839812	GREASE GUARD
Registration Number:	1982800	GREASECUTTER PLUS
Registration Number:	1896729	GREASESTRIP PLUS
Registration Number:	1507711	GUARDIAN
Registration Number:	1124817	GUARDIAN PLUS
Registration Number:	1124865	GUARDIAN SYSTEM
Registration Number:	3226326	HANG-N-GO
Registration Number:	2989747	HAWK
Registration Number:	1041104	HSRA
Registration Number:	2034432	HUSH SLUSH
Registration Number:	2738922	ICE SENTRY
Registration Number:	935866	ILF
Registration Number:	1578512	IMPAX
Registration Number:	2902456	INFERNO
Registration Number:	1244058	INJECTION
Registration Number:	1846090	INSIST
Registration Number:	1820416	IO-SHIELD
Registration Number:	501699	KABON
Registration Number:	1546009	KAY-5
Registration Number:	753850	KEE-PHOS
Registration Number:	2147323	KEYSTONE
Registration Number:	920497	KIN-KLOR
Registration Number:	1057319	KLEEN-SHEL
Registration Number:	901286	KLEER-KLENZ
Registration Number:	877909	KLEER-MOR
Registration Number:	1298288	KLENZADE
Registration Number:	1201724	KLENZ-GLIDE
Registration Number:	771112	KLENZ-JECT
Registration Number:	776758	KLENZMATION
Registration Number:	1996024	KLENZMAX
Registration Number:	681961	KONDUCT

	1345467	KONITE
Registration Number:	1480378	KOOL-KLENE
Registration Number:	1559420	LD
Registration Number:	949630	LEMON SOFT
Registration Number:	1441730	LEMONAL
Registration Number:	1811386	LEMON-EZE
Registration Number:	2247834	LIBERTY
Registration Number:	1096400	LIFT-OFF
Registration Number:	2745402	LIVESTOCK DISEASE INTERVENTIONS
Registration Number:	2298239	LOW & BEHOLD
Registration Number:	2400038	LUBODRIVE
Registration Number:	1043247	LUBRI-KLENZ
Registration Number:	517527	LUSTERSUDS
Registration Number:	2544364	MAKING THE WORLD A SAFER PLACE TO EAT
Registration Number:	3256839	MARKETGUARD

CORRESPONDENCE DATA

Fax Number: (651)204-7522
Phone: 6517955978
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:	02/13/2012

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 1st day of January, 2009, between Ecolab Inc., a Delaware corporation, (hereinafter the "Assignor") and Ecolab USA Inc., a Delaware corporation, (hereinafter the "Assignee").

RECITALS

WHEREAS, the Assignor is the record owner of the trademarks and corresponding trademark registrations and applications identified in the Trademark Schedule 1, attached hereto.

WHEREAS, the Assignor and Assignee are desirous of Assignee acquiring all right, title and interest in and to the trademarks and the trademark registrations and applications, except for any Madrid Agreement International Registrations or applications therefore, or the Madrid Agreement portions of International Registrations or applications therefore.

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, except for any Madrid Agreement International Registrations or applications therefore, or the Madrid Agreement portions of International Registrations or applications therefore, 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, dilution 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.

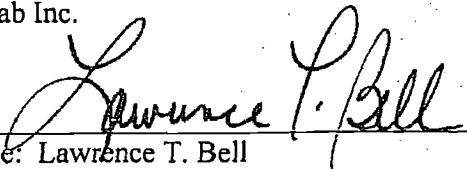
All fees, costs and expenses connected with the transfer of the trademarks and said trademark registrations and applications shall be borne and paid by the Assignee.

IN WITNESS WHEREOF the Assignor and the Assignee have caused this Trademark Assignment to be duly executed and delivered as of the date stated above.

Signed for on behalf of:

Ecolab Inc.

By:

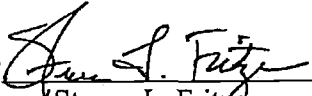

Name: Lawrence T. Bell

Title: General Counsel and Secretary

Signed for on behalf of:

Ecolab USA Inc.

By:


Name: Steven L. Fritze

Title: Chief Financial Officer