

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
Ecolab Inc.		01/02/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	2022529	TURBO PLEX
Registration Number:	2018331	TURBO POWER
Registration Number:	1992151	TURBO SYSTEM
Registration Number:	2022528	TURBO TEX
Registration Number:	1869436	TWIN-PAN
Registration Number:	2902455	TYPHOON
Registration Number:	1575999	UDDER PREP
Registration Number:	1462481	UDDERGOLD
Registration Number:	2313990	ULTRA DRY
Registration Number:	2346748	ULTRA SAN
Registration Number:	1757516	ULTRASIL
Registration Number:	1795827	ULTRA-SURE
Registration Number:	1795836	ULTRA-SURE DISPENSING
Registration Number:	2076116	ULTRAX

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Registration Number:	196744	UNITAL
Registration Number:	1773361	VALENCE SPLIT-NOTE TECHNOLOGY
Registration Number:	1858124	VANGUARD
Registration Number:	2200584	VEKTOR
Registration Number:	2700574	VELVET CUT
Registration Number:	3864747	VIRASEPT
Registration Number:	2920108	WASH 'N WALK
Registration Number:	1799321	WASH OFF 100
Registration Number:	1799319	WASH OFF 100
Registration Number:	1635521	WASTE-NOT
Registration Number:	2978185	WHISPER
Registration Number:	1001429	X-4
Registration Number:	3237110	XCELERATE
Registration Number:	3077827	XPRESSWAY
Registration Number:	2949737	X-STATIC
Registration Number:	1001428	XY-12
Registration Number:	1522285	ZEOCLEAN
Registration Number:	1286718	ZINNFEST

**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 4: St. Paul, MINNESOTA 55102

NAME OF SUBMITTER:	Edward R. Courtney, Esq.
Signature:	/erc/
Date:	02/13/2012

**Total Attachments: 3**  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 1<sup>st</sup> 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:

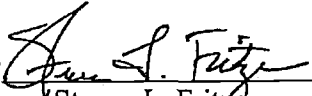
  
Name: Lawrence T. Bell

Title: General Counsel and Secretary

Signed for on behalf of:

Ecolab USA Inc.

By:

  
Name: Steven L. Fritze

Title: Chief Financial Officer