## 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:

## **RECEIVING PARTY DATA**

Name:	Ecolab USA Inc.
Street Address:	370 Wabasha Street North
Internal Address:	ESC-F7610
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55102
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1489824	EXSPOR

## **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
Address Line 1: 370 Wabasha Street North

Address Line 2: ESC-F7610

Address Line 4: St. Paul, MINNESOTA 55102

ATTORNEY DOCKET NUMBER:	ECOLAB-05387
NAME OF SUBMITTER:	Edward R. Courtney
Signature:	/erc/

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Date:	03/06/2012
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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.

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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.

Name: Lawrence T Rel

Title: General Counsel and Secretary

Signed for on behalf of:

Ecolab USA Inc.

Name: Steven L. Fritze

Title: Chief Financial Officer

# TRADEMARK SCHEDULE A

# **Registered Trademarks:**

**RECORDED: 03/06/2012** 

Registered Trademarks:			
<u>Trademark</u>	Country	Reg #	Registration Date
E STAT	United States	2637351	10/15/2002
EASY 20	United States	1415515	11/4/1986
EASY GLOW	United States	1412899	10/14/1986
ECO.LOGIC & Design	United States	1796723	10/5/2003
ECOCARE	United States	3754761	3/2/2010
ECOCARE	United States	2879478	8/31/2004
ECOFLEET	United States	3349366	12/4/2007
ECO-KLENE	United States	1073420	9/20/1997
ECONET	United States	2810490	2/3/2004
ECONO-SOUR (Stylized)	United States	415960	8/21/1945
ECO-PORT	United States	2526181	1/1/2002
ECO-SAN	United States	1119076	5/29/1999
ECOSHINE	United States	1750698	2/2/2003
ECOSPHERE	United States	2691203	2/25/2003
ECO-SPRAY	United States	1480715	3/15/1988
ECO-STAR	United States	1730526	11/10/2002
ECOSTAR & Design	United States	1970407	4/23/2006
ECOSURE	United States	2768068	9/23/2003
ECOTEMP	United States	1225370	1/25/2003
ECOTEMP	United States	1943805	12/26/2005
ECOTEMP	United States	1335023	5/14/2005
ECO-TEMP	United States	1097987	8/1/1998
ECO-WIPE	<b>United States</b>	3110473	6/27/2006
ELITE	United States	1805073	11/16/2003
ENCOUNTER	<b>United States</b>	1336251	5/21/2005
EPICARE (Stylized)	<b>United States</b>	1312955	1/8/2005
EPIVERA E	<b>United States</b>	1835962	5/10/2004
ESCAPE	<b>United States</b>	1848029	8/2/2004
EXALT	<b>United States</b>	975172	12/18/2003
EXELERATE	<b>United States</b>	3174702	11/21/2006
EXPRESS	<b>United States</b>	648400	7/9/1997
EXSPOR	<b>United States</b>	1489824	5/31/1988
E-Z MIX	<b>United States</b>	1837695	5/31/2004
F/H	<b>United States</b>	1016685	7/29/1975
FIRST BASE	<b>United States</b>	1644178	5/14/2001
FIRST IMPRESSION	<b>United States</b>	1929714	10/24/2005
FLASHBACK	<b>United States</b>	1660473	10/15/2001
FLEX PAK	<b>United States</b>	2536867	2/5/2002
FLEXYLITE	<b>United States</b>	2973722	7/19/2005
FOOD SAFETY SOLUTIONS	<b>United States</b>	3467643	7/15/2008

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