

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/19/2012	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Culligan International Company		
Street Address:	9399 W. Higgins Road		
Internal Address:	Suite 1100		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3599828	SULFUR-CLEER	
Registration Number:	3724710	HEY CULLIGAN MAN!	
Registration Number:	3772180	DIAL-A-SOFTNESS	
Registration Number:	3878136	BOTTLE-FREE	
Registration Number:	3878137	BOTTLE-FREE IS COOLER	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Sean Kass, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		

CH \$140.00 3599828

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 22648-1901

NAME OF SUBMITTER: Sean Kass

Signature: /Sean Kass/

Date: 06/19/2012

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE (this "Termination and Release") dated as of June 19, 2012 by BANK OF AMERICA, N.A. (as successor to Citicorp North America, Inc., the "Revolving Collateral Agent") in its capacity as administrative agent and revolving collateral agent, in favor of CULLIGAN INTERNATIONAL COMPANY, a Delaware corporation (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Guarantee and Collateral Agreement, dated as of May 24, 2007, made by and among Culligan Holding Company B.V., Culligan Holding Inc., the Obligor, certain Subsidiaries of the Obligor and the Revolving Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Revolving Guarantee and Collateral Agreement"), the Obligor granted to the Revolving Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Revolving Guarantee and Collateral Agreement), a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Revolving Guarantee and Collateral Agreement was entered into in connection with that certain Revolving Credit Agreement, dated as May 24, 2007, made by and among the Obligor, the Revolving Collateral Agent, Culligan Holding S.à.r.l, BNP Paribas, as Syndication Agent, LaSalle Bank National Association and Natixis, as Co-Documentation Agents and the Lenders from time to time party thereto (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 "Credit Agreement");

WHEREAS, the Obligor executed that certain First Lien Notice of Grant of Security Interest in Trademarks, dated as of November 15, 2011, in favor of the Revolving Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office on November 29, 2011 at Reel 4667/Frame 0375;

WHEREAS, the Obligor has requested that the Revolving Collateral Agent: (a) terminate and release the Security Interest of the Revolving Collateral Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to terminate and release the Revolving Collateral Agent's Security Interest in the Trademark Collateral, and the parties hereto seek to make a record of the Revolving Collateral Agent's termination and release to the Obligor of all of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Revolving Collateral Agent hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I hereto, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Obligor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

2. Release of Security Interest. The Revolving Collateral Agent hereby terminates, discharges and releases to the Obligor the Security Interest in the Trademark Collateral, and any right, title or interest of the Revolving Collateral Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Revolving Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as the Obligor may reasonably request to effect the termination, release, discharge or reassignment to the Obligor of the Security Interest contemplated hereby.

4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A., as Revolving  
Collateral Agent

By: Anthea Del Bianco  
Name: Anthea Del Bianco  
Title: Vice President

*{Signature Page to Trademark Release}*

**TRADEMARK**  
**REEL: 004804 FRAME: 0376**

**SCHEDULE I**

**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