

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, N.A.		06/19/2012	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Puro Water Group, Inc.
Street Address:	One Culligan Parkway
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	CORPORATION: DELAWARE

Name:	Culligan International Company
Street Address:	One Culligan Parkway
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	CORPORATION: DELAWARE

Name:	Culligan Store Solutions, LLC
Street Address:	One Culligan Parkway
Internal Address:	c/o Culligan International Company
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1300415	PURO

Registration Number:

1403594

PURO

**CORRESPONDENCE DATA**

Fax Number:

2128225137

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

Phone:

2125305000

Email:

wmcnamara@milbank.com

Correspondent Name:

William J. McNamara

Address Line 1:

Milbank, Tweed, Hadley & McCloy LLP

Address Line 2:

1 Chase Manhattan Plaza

Address Line 4:

New York, NEW YORK 10005

NAME OF SUBMITTER:

William J. McNamara

Signature:

/William J. McNamara/

Date:

06/19/2012

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

This TERMINATION AND RELEASE, dated as of June 19, 2012 is made to Puro Water Group, Inc., a Delaware corporation ("Grantor") by WILMINGTON TRUST, N.A., as Administrative Agent and Second Lien Collateral Agent (in such capacities, the "Agent") for certain banks and other financial institutions party to the Second Lien Credit Agreement, dated as of May 24, 2007 (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 "Second Lien Credit Agreement"), among Culligan International Company ("CIC"), Culligan Holding S.à.r.l. (the "Parent"), BNP Paribas (the "Initial Agent"), as administrative agent and collateral agent, Citicorp North America, Inc., as Syndication Agent, LaSalle Bank National Association and Natixis, as Co-Documentation Agents and the Lenders from time to time party thereto.

**WITNESSETH**

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement dated as of May 24, 2007, made by Culligan Holding Company B.V., Culligan Holding Inc., CIC, certain Subsidiaries of CIC and the Initial Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), a security interest ("Security Interest") was granted by the Grantor to the Initial Agent in certain collateral, including the Trademark Collateral (as herein defined);

WHEREAS, the Grantor executed that certain Second Lien Notice of Grant of Security Interest in Trademarks, dated as of May 24, 2007, which was recorded in the United States Patent and Trademark Office on June 11, 2007 at Reel 3558/Frame 0746;

WHEREAS, the Initial Agent was succeeded by the Agent, as Administrative Agent and Second Lien Collateral Agent under the Second Lien Credit Agreement and the other Loan Documents pursuant to that certain Resignation, Appointment, Amendment and Waiver, dated as of October 26, 2011, among CIC, Parent, the Initial Agent, the Agent, BNP Paribas Securities Corp. and certain other parties thereto;

WHEREAS, pursuant to that certain Collateral Agent Succession (Trademarks), dated as of October 26, 2011, between the Initial Agent and the Agent, which was recorded in the United States Patent and Trademark Office on January 11, 2012 at Reel 4704/Frame 0226, the Initial Agent assigned the Security Interest to the Agent; and

WHEREAS, the Agent now desires to terminate and release the entirety of the Security Interest in the Trademark Collateral, including without limitation those items listed on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement or the Second Lien Guarantee and Collateral Agreement.

2. Trademark Collateral. The term "Trademark Collateral," as used herein, shall mean all of the Grantor'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 A 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 Grantor 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.
3. Release of Security Interest. The Agent hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
4. Further Assurances. The Agent hereby agrees, at the request and expense of the Grantor, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as the Grantor may reasonably request to effect the release of the Security Interest contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

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

**WILMINGTON TRUST, N.A.  
as Administrative Agent and Collateral Agent**

**By:**   
**Name:** Josh James  
**Title:** Assistant Vice President

**[Termination and Release of Security Interest in Trademark Collateral (Puro Water)]**

**TRADEMARK  
REEL: 004804 FRAME: 0461**

**SCHEDULE A**

**TRADEMARKS**

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
PURO	Registered	73/247499	24-Jan-1980	1300415	16-Oct-1984
PURO	Registered	73/456920	13-Dec-1983	1403594	29-Jul-1986

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