

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |                                     |                           |                       |
|---|-------------------------------------|---------------------------|-----------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                      |                           |                       |
| NATURE OF CONVEYANCE:   | SECURITY INTEREST                   |                           |                       |
| CONVEYING PARTY DATA  |                                     |                           |                       |
| Name  | Formerly                            | Execution Date            | Entity Type           |
| Culligan International Company  |                                     | 06/19/2012                | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA  |                                     |                           |                       |
| Name:   | Wilmington Trust, N.A.              |                           |                       |
| Street Address:   | 50 SOUTH SIXTH STREET, SUITE 1290   |                           |                       |
| City:   | MINNEAPOLIS                         |                           |                       |
| State/Country:  | MINNESOTA                           |                           |                       |
| Postal Code:  | 55402                               |                           |                       |
| Entity Type:  | Association: UNITED STATES          |                           |                       |
| PROPERTY NUMBERS Total: 6   |                                     |                           |                       |
| Property Type   | Number                              | Word Mark                 |                       |
| Serial Number:  | 85027669                            | CULLIGAN CARES            |                       |
| Serial Number:  | 77760932                            | CULLIGAN MATRIX SOLUTIONS |                       |
| Serial Number:  | 77961914                            | CULLIGAN MATRIX SOLUTIONS |                       |
| Serial Number:  | 77949718                            | BOTTLE-FREE IS BETTER     |                       |
| Serial Number:  | 85610874                            | HYDROTECH                 |                       |
| Serial Number:  | 85525280                            | QUADRA-HULL               |                       |
| CORRESPONDENCE DATA   |                                     |                           |                       |
| Fax Number:   | 2128225317                          |                           |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                     |                           |                       |
| 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            |                           |                       |

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TRADEMARK

|  |                       |
|--|-----------------------|
| NAME OF SUBMITTER:   | William J. McNamara   |
| Signature:   | /William J. McNamara/ |
| Date:  | 06/20/2012            |
| <b>Total Attachments: 5</b><br>source=Trademark (First Lien Grant)#page1.tif<br>source=Trademark (First Lien Grant)#page2.tif<br>source=Trademark (First Lien Grant)#page3.tif<br>source=Trademark (First Lien Grant)#page4.tif<br>source=Trademark (First Lien Grant)#page5.tif |                       |

**FIRST LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS FIRST LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of June 19, 2012, is made by Culligan International Company, a Delaware corporation (the "Grantor") in favor of Wilmington Trust, National Association (as successor to Bank of America, N.A., the "First Lien Collateral Agent"), as administrative agent and collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to that certain Amended & Restated Credit Agreement, dated as of June 19, 2012 (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 "Amended & Restated Credit Agreement"), among the Grantor, Culligan Investments S.à.r.l., the First Lien Collateral Agent and the Lenders from time to time party thereto.

WHEREAS, pursuant to the Amended & Restated Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the Amended & Restated Credit Agreement, Culligan Holding Company B.V., Culligan Holding Inc., the Grantor and certain other Subsidiaries of the Grantor executed and delivered an Amended & Restated Guarantee and Collateral Agreement, dated as of June 19, 2012, in favor of the First Lien Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Amended & Restated Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Amended & Restated Guarantee and Collateral Agreement, the Grantor granted to the First Lien Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantor on the terms and subject to the conditions of the Amended & Restated Credit Agreement, the Grantor agrees, for the benefit of the First Lien Collateral Agent, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Amended & Restated Credit Agreement and the Amended & Restated Guarantee and Collateral Agreement.

**SECTION 2. Confirmation of Security Interest.** The Grantor hereby confirms that pursuant to the Amended & Restated Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, it

granted to the First Lien Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than an Affiliate or a Subsidiary of the Grantor, or any Trademark of any Grantor, for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses or the abandonment, cancellation or voidance of such Trademark.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Amended & Restated Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Amended & Restated Guarantee and Collateral Agreement. The Amended & Restated Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are fully set forth in the Amended & Restated Credit Agreement and the Amended & Restated Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

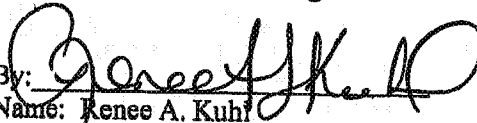
CULLIGAN INTERNATIONAL COMPANY

By: *Susan E. Bennett*  
Name: Susan E. Bennett  
Title: Senior Vice President, General Counsel and  
Secretary

[First Lien Notice of Grant of Security Interest in Trademarks]

TRADEMARK  
REEL: 004804 FRAME: 0479

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as First Lien Collateral Agent

By:   
Name: Renee A. Kuhl  
Title: Vice President

[First Lien Notice of Grant of Security Interest in Trademarks]

TRADEMARK  
REEL: 004804 FRAME: 0480

## Schedule A

### REGISTERED TRADEMARKS

| TRADEMARK                             | Status     | App. No.  | Filing Date | Reg. No. | Reg. Date |
|---------------------------------------|------------|-----------|-------------|----------|-----------|
| CULLIGAN CARES                        | Registered | 85/027669 | 04/30/10    | 4051579  | 11/08/11  |
| CULLIGAN MATRIX SOLUTIONS<br>(design) | Registered | 77/760932 | 06/16/09    | 4123407  | 04/10/12  |
| CULLIGAN MATRIX SOLUTIONS             | Registered | 77/961914 | 03/18/10    | 4127296  | 04/17/12  |

### TRADEMARK APPLICATIONS

| TRADEMARK             | Status  | App. No.  | Filing Date | Reg. No. | Reg. Date |
|-----------------------|---------|-----------|-------------|----------|-----------|
| BOTTLE-FREE IS BETTER | Pending | 77/949718 | 03/03/10    | n/a      | n/a       |
| HYDROTECH             | Pending | 85/610874 | 04/27/12    | n/a      | n/a       |
| QUADRA-HULL           | Pending | 85/525280 | 01/25/12    | n/a      | n/a       |