

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
	ECOLAB USA INC.		05/08/2013
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ZEP IP HOLDING LLC		
Street Address:	1310 SEABOARD INDUSTRIAL BOULEVARD		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85790097	ASSURE
CORRESPONDENCE DATA			
Fax Number:	4046028850		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(404) 888-4040		
Email:	HWATTM@HUNTON.COM		
Correspondent Name:	ERIC J. HANSON (HUNTON & WILLIAMS LLP)		
Address Line 1:	600 PEACHTREE ST NE		
Address Line 4:	ATLANTA, GEORGIA 30308-2219		
ATTORNEY DOCKET NUMBER:	78681.508001		
NAME OF SUBMITTER:	ERIC J. HANSON		
Signature:	/ERIC J. HANSON/		
Date:	05/31/2013		
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made by and between ECOLAB USA INC., a corporation organized under the laws of the State of Delaware, and having a place of business located at 370 370 Wabasha Street North, St.Paul, Minnesota 55102 (hereinafter "ASSIGNOR") and ZEP IP HOLDING LLC, a limited liability company organized under the laws of the State of Georgia, and having a place of business located at 1310 Seaboard Industrial Boulevard, Atlanta, Georgia 30318, United States of America (hereinafter "ASSIGNEE") to become effective when executed by duly authorized representatives of each of the parties.

WHEREAS, the Assignor is the record owner of the intent-to-use trademark application identified in the Trademark Schedule A (the "Mark"), attached hereto;

WHEREAS, Assignee is a successor to that portion of the ongoing and existing business to which the Mark pertains pursuant to the Asset Purchase by and among, Assignee, Assignor and certain other parties dated October 16, 2012,

AND, WHEREAS, the Assignor and Assignee are desirous of Assignee acquiring all rights, title, interest and the corresponding goodwill in and to the Mark.

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 Mark, together with the goodwill of the business associated with or symbolized by the Mark and the right to sue and recover for past trademark infringements, dilutions 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 Mark.

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 Assignee have caused this Trademark Assignment to be effective as of December 1, 2012.

Signed for on behalf of:

ZEP IP HOLDING LLC

By: 

Name: Mark R. Bachmann

Title: Executive Vice President and Chief Financial Officer

Date: 5/29/13

Signed for on behalf of:

ECOLAB USA INC.

By: 

Name: Andrew D. Sorensen

Title: Chief Patent Counsel

Officer

Date: 5/8/2013

TRADEMARK SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
ASSURE	US	85/790,097	November 29, 2012