TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM334519

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ecolab Inc.		01/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1868864	AUTO-SLUSH

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6517955978

Email: edward.courtney@ecolab.com Correspondent Name: Edward R. Courtney, Esq. Address Line 1: 370 Wabasha Street North

Address Line 2: ESC-F7

Address Line 4: St. Paul, MINNESOTA 55102

ATTORNEY DOCKET NUMBER: ECOLAB-06979		
AME OF SUBMITTER: Edward R. Courtney		
SIGNATURE:	/erc/	
DATE SIGNED:	03/10/2015	

Total Attachments: 3

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> **TRADEMARK** REEL: 005474 FRAME: 0342

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made this 1st 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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TRADEMARK REEL: 005474 FRAME: 0343 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. Bell

Title: General Counsel and Secretary

Signed for on behalf of: Ecolab USA Inc.

By: Fue Field

Title: Chief Financial Officer

Trademark Schedule 1

[Portions Redacted]

Registered Trademarks

<u>Trademark</u>	Country	Registration No.	Registration Date
AUTO-SLUSH	United States	1868864	20 December 1994