

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL - Release of Reel 4804, Frame 0064		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION as Administrative Agent and Collateral Agent		12/13/2016	National Banking Association:
RECEIVING PARTY DATA			
Name:	CULLIGAN INTERNATIONAL COMPANY		
Street Address:	9399 West Higgins Road		
Internal Address:	Suite 1100		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Registration Number:	1920775	ACCUSOFT	
Registration Number:	1596235	AQUA-CLEER	
Registration Number:	2928674	AQUAFIER	
Registration Number:	1856680	AQUA FLO	
Registration Number:	1764365	AQUASAFE	
Registration Number:	1586639	AQUASAFE	
Registration Number:	0823649	AQUA-SENSOR	
Registration Number:	3660969	BETTER WATER. PURE AND SIMPLE.	
Registration Number:	2347967	BIG BOY	
Registration Number:	1153057	BRUNER	
Registration Number:	0763930	BRUNER MATIC	
Registration Number:	1711289	CAAP	
Registration Number:	1741351	CARE CAP	
Registration Number:	1569025	CARE CUBES	
Registration Number:	2191925		
Registration Number:	2968501	CLEAR PROMISE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3282142	CLEARLY BETTER
Registration Number:	3386730	COOLCLEAR
Registration Number:	0621621	CUL-FLO-VALV
Registration Number:	0442446	CULLAR
Registration Number:	0676013	CULLCITE
Registration Number:	0430904	CULLEX
Registration Number:	0771457	CULLIGAN
Registration Number:	0782574	CULLIGAN
Registration Number:	0683671	CULLIGAN
Registration Number:	3034239	CULLIGAN
Registration Number:	1008612	CULLIGAN
Registration Number:	2527000	CULLIGAN
Registration Number:	0790857	CULLIGAN
Registration Number:	0518302	CULLIGAN
Registration Number:	2968267	CULLIGAN CLEANWATER HOME
Registration Number:	1588702	CULLIGAN
Registration Number:	2968507	CULLIGAN CLEAR PROMISE
Registration Number:	2400008	CULLIGAN MAN
Registration Number:	2672850	CULLIGAN MEDALLIST SERIES
Registration Number:	2684357	CULLIGAN PLATINUM SERIES
Registration Number:	1365112	CULLIGAN
Registration Number:	2779844	CULLIGAN SERVICE NETWORK
Registration Number:	3407252	CULLIGAN SMART-SENSOR
Registration Number:	0543161	CULLIGAN SOFT WATER SERVICE
Registration Number:	3562676	CULLIGAN TOTAL HOME
Registration Number:	3093883	CULLIGANAIR
Registration Number:	0442235	CULLSAN
Registration Number:	2666905	DURO
Registration Number:	1604504	ESTATE
Registration Number:	1659645	FILTR-CLEER
Registration Number:	2194692	GOOD WATER MACHINE
Registration Number:	0852478	"HEY CULLIGAN MAN!"
Registration Number:	1831250	HI-FLO
Registration Number:	1583550	HYDROTECH
Registration Number:	3130822	IDEAL CH2OICE
Registration Number:	2548178	IRON-CLEER
Registration Number:	1734637	L.P.R.O.
Registration Number:	2533772	MYCULLIGAN

Property Type	Number	Word Mark
Registration Number:	2317449	PURA
Registration Number:	1534693	QUALITY WATER AT WORK
Registration Number:	3665158	RAINDISC
Registration Number:	3617719	SMART-SENSOR
Registration Number:	1593908	SMARTAP
Registration Number:	1685877	SOFNER-GARD
Registration Number:	1571700	SOFT-MINDER
Registration Number:	2689712	SUPER S
Registration Number:	0790858	C
Registration Number:	0782188	
Registration Number:	0771458	
Registration Number:	0774974	
Registration Number:	1596838	THE WATER EXPERTS
Registration Number:	1890197	TRUST THE WATER EXPERTS
Registration Number:	3086161	
Registration Number:	1235832	
Registration Number:	3599828	SULFUR-CLEER
Registration Number:	3724710	HEY CULLIGAN MAN!
Registration Number:	3772180	DIAL-A-SOFTNESS
Serial Number:	77949659	BOTTLE-FREE
Serial Number:	77949677	BOTTLE-FREE IS COOLER

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8583

Email: juan.arias@weil.com

Correspondent Name: Christina O'Connell

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: C. O'Connell -11623.0349

NAME OF SUBMITTER: CHRISTINA O'CONNELL

SIGNATURE: /CHRISTINA O'CONNELL/

DATE SIGNED: 12/14/2016

Total Attachments: 6

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

This TERMINATION AND RELEASE, dated as of December 13, 2016 is made to Culligan International Company, a Delaware corporation (“Grantor”) by Wilmington Trust, National Association, as Administrative Agent and First Lien Collateral Agent (in such capacities, the “Agent”) for certain banks and other financial institutions party to the First Lien Amended and 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 “First Lien Amended and Restated Credit Agreement”), among the Grantor, Culligan Investments S.à.r.l. (the “Parent”), the Agent and the Lenders from time to time party thereto.

WITNESSETH

WHEREAS, pursuant to the First Lien Amended and Restated Guarantee and Collateral Agreement dated as of June 19, 2012, made by Culligan Holding Company B.V., Culligan Holding Inc., the Grantor, certain Subsidiaries of the Grantor and the Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the “First Lien Guarantee and Collateral Agreement”), a security interest (“Security Interest”) was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as herein defined);

WHEREAS, the Agent was preceded by Bank of America, N.A. (the “Preceding Agent”), as Administrative Agent and First Lien Collateral Agent under the First Lien Credit Agreement dated as of May 24, 2007 and the other Loan Documents pursuant to that certain Resignation, Appointment, and Waiver, dated as of June 19, 2012, among the Grantor, Culligan Holding S.à.r.l., the Agent, and the Preceding Agent;

WHEREAS, pursuant to that certain Collateral Agent Succession (Trademarks), dated as of June 19, 2012, between the Agent and the Preceding Agent, which was recorded in the United States Patent and Trademark Office on June 20, 2012 at Reel 004804/Frame 0064, the Preceding Agent assigned the Security Interest to the Agent;

WHEREAS, the Grantor executed that certain First Lien Notice of Grant of Security Interest in Trademarks, dated as of June 19, 2012, which was recorded in the United States Patent and Trademark Office on June 20, 2012 at Reel 004804/Frame 0475;

WHEREAS, the Grantor executed that certain First Lien Notice of Grant of Security Interest in Trademarks, dated as of March 26, 2013; 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 First Lien Credit Agreement or the First 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, NATIONAL ASSOCIATION
as Administrative Agent and Collateral Agent

By:
Name:
Title:



Jeffrey Rose
Vice President

[Signature Page to First Lien Trademark IP Termination]

TRADEMARK
REEL: 005948 FRAME: 0364

SCHEDULE A

TRADEMARKS

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
ACCUSOFT	Registered	74/460975	24-Nov-1993	1920775	19-Sep-1995
AQUA-CLEER	Registered	73/757489	12-Oct-1988	1596235	15-May-1990
AQUAFIER AND DESIGN	Registered	78/233743	03-Apr-2003	2928674	7-Dec-2004
AQUA FLO	Registered	74/227881	06-Dec-1991	1856680	04-Oct-1994
AQUASAFE	Registered	74/295235	16-Jul-1992	1764365	13-Apr-1993
AQUASAFE	Registered	73/794511	20-Apr-1989	1586639	13-Mar-1990
AQUA-SENSOR	Registered	72/242572	04-Apr-1966	0823649	07-Feb-1967
BETTER WATER. PURE AND SIMPLE.	Registered	78/923328	6-Jul-2006	3660969	28-Jul-2009
BIG BOY	Registered	75/322777	11-Jul-1997	2347967	09-May-2000
BRUNER	Registered	73/218960	08-Jun-1979	1153057	05-May-1981
BRUNER MATIC & DESIGN	Registered	72/148469	06-Jul-1962	763930	28-Jan-1964
CAAP	Registered	74/144364	04-Mar-1991	1711289	01-Sep-1992
CARE CAP	Registered	74/273328	08-May-1992	1741351	22-Dec-1992
CARE CUBES	Registered	73/783943	01-Mar-1989	1569025	05-Dec-1989
CARTOON LADY DESIGN	Registered	75/254629	10-Mar-1997	2191925	29-Sep-1998
CLEAR PROMISE	Registered	78/280178	29-Jul-2003	2968501	12-Jul-2005
CLEARLY BETTER	Registered	77/042915	13-Nov-2006	3282142	5-Jun-2007
COOLCLEAR	Registered	78/862910	17-Apr-2006	3386730	19-Feb-2008
CUL-FLO-VALV	Registered	71/691440	18-Jul-1955	0621621	21-Feb-1956
CULLAR	Registered	71/515086	31-Dec-1946	0442446	12-Apr-1949
CULLCITE	Registered	72/059095	18-Sep-1958	0676013	24-Mar-1959
CULLEX	Registered	71/489206	01-Oct-1945	0430904	01-Jul-1947
CULLIGAN	Registered	72/178782	11-Oct-1963	771457	16-Jun-1964
CULLIGAN	Registered	72/178887	14-Oct-1963	0782574	29-Dec-1964
CULLIGAN	Registered	72/068234	24-Feb-1959	0683671	18-Aug-1959
CULLIGAN	Registered	78/316267	21-Oct-2003	3034239	27-Dec-2005
CULLIGAN	Registered	72/455075	19-Apr-1973	1008612	08-Apr-1975
CULLIGAN	Registered	76/070495	14-Jun-2000	2527000	08-Jan-2002
CULLIGAN	Registered	72/178781	11-Oct-1963	0790857	15-Jun-1965
CULLIGAN	Registered	71/530625	06-Aug-1947	518302	06-Dec-1949
CULLIGAN CLEANWATER HOME & DESIGN	Registered	78/213499	11-Feb-2003	2968267	12-July-2005
CULLIGAN & WAVE DESIGN	Registered	73/791683	07-Apr-1989	1588702	27-Mar-1990
CULLIGAN CLEAR PROMISE AND DESIGN (Water Drop)	Registered	78/281143	30-Jul-2003	2968507	12-July-2005
CULLIGAN MAN	Registered	75/846232	10-Nov-1999	2400008	31-Oct-2000

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
CULLIGAN MEDALLIST SERIES	Registered	76/140244	03-Oct-2000	2672850	07-Jan-2003
CULLIGAN PLATINUM SERIES	Registered	76/139723	03-Oct-2000	2684357	04-Feb-2003
CULLIGAN SCRIPT & DROP OF WATER DESIGN	Registered	73/526784	14-Mar-1985	1365112	15-Oct-1985
CULLIGAN SERVICE NETWORK	Registered	75/905858	28-Jan-2000	2779844	04-Nov-2003
CULLIGAN SMART-SENSOR	Registered	78/938956	27-Jul-2006	3407252	1-Apr-2008
CULLIGAN SOFT WATER SERVICE	Registered	71/530623	06-Aug-1947	543161	29-May-1951
CULLIGAN TOTAL HOME	Registered	78/939026	27-Jul-2006	3562676	13-Jan-2009
CULLIGANAIR	Registered	78/316111	20-Oct-2003	3093883	16-May-2006
CULLSAN	Registered	71/515087	31-Dec-1946	0442235	15-Mar-1949
DURO	Registered	75/982929	05-Apr-1999	2666905	24-Dec-2002
ESTATE	Registered	73/836993	08-Nov-1989	1604504	03-Jul-1990
FILTR-CLEER	Registered	74/092627	30-Aug-1990	1659645	08-Oct-1991
GOOD WATER MACHINE	Registered	75/213018	13-Dec-1996	2194692	13-Oct-1998
HEY CULLIGAN MAN! DESIGN	Registered	72/271227	11-May-1967	0852478	09-Jul-1968
HI-FLO	Registered	74/404673	23-Jun-1993	1831250	19-Apr-1994
HYDROTECH	Registered	73/790957	03-Apr-1989	1583550	20-Feb-1990
IDEAL CH2OICE (AND DESIGN)	Registered	78/458552	29-July-2004	3130822	15-Aug-2006
IRON-CLEER	Registered	75/909840	04-Feb-2000	2548178	12-Mar-2002
L.P.R.O.	Registered	74/259882	27-Mar-1992	1734637	24-Nov-1992
MYCULLIGAN	Registered	76/077676	26-Jun-2000	2533772	29-Jan-2002
PURA AND DESIGN	Registered	75/108077	22-May-1996	2317449	15-Feb-2000
QUALITY WATER AT WORK	Registered	73/752830	19-Sep-1988	1534693	11-Apr-1989
RAINDISC	Registered	78/858131	10-Apr-2006	3665158	4-Aug-2009
SMART-SENSOR	Registered	77/008649	27-09-2006	3617719	5-May-2009
SMARTAP	Registered	73/784824	06-Mar-1989	1593908	01-May-1990
SOFNER-GARD	Registered	74/073275	27-Jun-1990	1685877	12-May-1992
SOFT-MINDER	Registered	73/793739	14-Apr-1989	1571700	19-Dec-1989
SUPER S	Registered	76/004816	20-Mar-2000	2689712	25-Feb-2003
SWIRLING C DESIGN	Registered	72/178783	11-Oct-1963	0790858	15-Jun-1965
SWIRLING C DESIGN	Registered	72/178785	11-Oct-1963	0782188	22-Dec-1964
SWIRLING C DESIGN	Registered	72/178784	11-Oct-1963	0771458	16-Jun-1964
SWIRLING C DESIGN	Registered	72/144694	16-May-1962	0774974	11-Aug-1964
THE WATER EXPERTS	Registered	73/780979	15-Feb-1989	1596838	15-May-1990
TRUST THE WATER EXPERTS	Registered	74/520437	06-May-1994	1890197	18-Apr-1995
WATER DROP	Registered	78/314780	16-Oct-2003	3086161	25-Apr-2006
WAVE DESIGN	Registered	73/300507	09-Mar-1981	1235832	26-Apr-1983
SULFER-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	04/6/10

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

Trademark	Registration #	Registration Date
SULFUR-CLEER	1321672	05/18/12
IRON-CLEER	1342241	05/24/12
CULLSAN	191662	09/18/12
CULLIGAN SERVICE NETWORK	191663	09/18/12

TRADEMARK LICENSE AGREEMENTS

Trademark License Agreement between Army and Air Force Exchange Service (Licensee) and CIC (Licensor) dated January 9, 1998

Trademark and License Agreement between Army and Culligan International UK Limited (Licensee) and CIC (Licensor) dated July 9, 2010.

Culligan International Company and its affiliates enter into franchise and license agreements in the ordinary course of their business that authorize third parties to use certain Trademarks in connection with the operation of Culligan dealerships.

Culligan International Company and its affiliates enter into franchise and license agreements in the ordinary course of their business that authorize suppliers to use certain Trademarks in connection with the production of certain products used by Culligan International Company and its affiliates.

Culligan International Company and its affiliates enter into franchise and license agreements in the ordinary course of their business that authorize third parties to use certain Trademarks in connection with the sale of certain products of Culligan International and its affiliates in foreign countries.