

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455519

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 USA Inc.		11/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EEC Acquisition, LLC		
Street Address:	370 Wabasha Street N		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85528599	MYTECH	
Serial Number:	78750503	RASANT	
Serial Number:	85565520	RENEW	
Serial Number:	85528503	SMART CARE	
Serial Number:	85528639	UNIT TRAX	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<i>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.</i>			
Phone:	6124927628		
Email:	ip@fredlaw.com		
Correspondent Name:	Leigh Rand		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Leigh Rand		
SIGNATURE:	/Leigh Rand/		
DATE SIGNED:	12/21/2017		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of November 1, 2017, by and between Ecolab USA Inc., a Delaware corporation ("Assignor") and an Affiliate of GCS Service Inc., a Delaware corporation ("GCS"), and EEC Acquisition, LLC, a Delaware limited liability company ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between GCS, Assignee and Ecolab Inc., a Delaware Corporation (the "Purchase Agreement").

WHEREAS, Assignor owns certain right, title and interest in and to the trademarks and service marks set forth on Schedule A ("Marks"), including, but not limited to, the registrations and applications for registration of certain of the Marks identified on Schedule A, and the goodwill associated therewith (the Marks, such applications and registrations and such goodwill, collectively, the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Trademarks, and Assignor, as the Affiliate and designee of GCS, wishes to assign all of its right, title and interest in the Trademarks to Assignee; and

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 3.2(c) of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee and Assignee hereby accepts Assignor's entire right, title and interest in and to the Trademarks, including the Marks and all applications and registrations identified on the attached Schedule A, and all goodwill of the business in connection with which the Marks are used and symbolized by the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Marks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby authorizes the Commissioner for Trademarks of the United States, or the analogous individual or agency responsible for trademarks, service marks, trade/assumed names in other countries referenced in Schedule A, to record and register this Assignment upon request by Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of assignee, its successors, assigns or other legal representatives.

3. At Assignee's sole cost and expense, Assignee and Assignor shall, and shall cause their respective Affiliates to, cooperate, and use their commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Assignment.

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4. This Assignment and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be construed and interpreted in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Any Proceeding relating to this Assignment or the enforcement of any provision of this Assignment shall be brought or otherwise commenced exclusively in any state or federal court located in the State of Delaware. Each party to this Assignment: (i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the State of Delaware (and each appellate court located in the State of Delaware), in connection with any Proceeding; (ii) agrees that service of any process, summons, notice or document by U.S. mail addressed to it at the address set forth in Section 25 of the Purchase Agreement, or as otherwise modified by notice, shall constitute effective service of such process, summons, notice or document for purposes of any such Proceeding; (iii) agrees that each state and federal court located in the State of Delaware, shall be deemed to be a convenient forum and (iv) agrees not to assert (by way of motion, as a defense or otherwise), in any such Proceeding commenced in any state or federal court located in the State of Delaware, any claim that it is not subject personally to the jurisdiction of such court, that such Proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Assignment or the subject matter of this Assignment may not be enforced in or by such court.

5. No alteration, modification or amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by Assignor, on the one hand, and Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

6. In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

7. This Assignment may be executed in several counterparts (including by means of facsimile or electronic transmission in portable document format (PDF)), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

8. Any capitalized term not otherwise defined in this Assignment shall have the meaning set forth for such term in the Purchase Agreement.

[Signature Page Follows]

Each party hereto has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the date written above.

ASSIGNOR:

ASSIGNEE:

ECOLAB USA INC.

EEC ACQUISITION, LLC

By: 

By: _____

Name: Michael McCopnick

Name: Daniel Weintraub

Title: Authorized Signatory

Title: Vice President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006232 FRAME: 0543

Each party hereto has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the date written above.

ASSIGNOR:

ECOLAB USA INC.

By: _____

Name: Michael McCormick

Title: Authorized Signatory

ASSIGNEE:

EEC ACQUISITION, LLC

By: 

Name: Daniel Weintraub

Title: Vice President

[Signature Page to Trademark Assignment]

Schedule A

Trademarks:

MARK NAME	COUNTRY NAME	APP DATE	APP #	REG DATE	REG #	RENEWAL DATE
MYTECH	United States of America	Jan 30, 2012	85528599	Jul 31, 2012	4183422	Jul 31, 2022
RASANT	United States of America	Nov 9, 2005	78750503	Jul 8, 2008	3464138	Jul 8, 2018
RENEW	United States of America	Mar 9, 2012	85565520	Dec 17, 2013	4449734	Dec 17, 2023
SMART CARE	United States of America	Jan 30, 2012	85528503	Jul 31, 2012	4183421	Jul 31, 2022
UNIT TRAX	United States of America	Jan 30, 2012	85528639	Jul 31, 2012	4183423	Jul 31, 2022