

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Georgia-Pacific Chemicals LLC		11/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ecolab USA Inc.		
Street Address:	1 Ecolab Place		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78336124	SOF-STRENGTH	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	6123325300		
Email:	dmattessich@merchantgould.com		
Correspondent Name:	Danielle I. Mattessich		
Address Line 1:	Merchant & Gould P.C.		
Address Line 2:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Danielle Mattessich		
SIGNATURE:	/daniellemattessich/		
DATE SIGNED:	01/11/2018		
Total Attachments: 5			
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OP \$40.00 78336124

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of November 1, 2017, by and between Georgia-Pacific Chemicals LLC, a Delaware limited liability company ("Assignor"), and Ecolab USA Inc., a Delaware corporation ("Assignee") and an affiliate of Nalco Company LLC, a Delaware limited liability company ("Nalco"), pursuant to that certain Purchase and Sale Agreement, dated as of September 28, 2017, by and between Assignor, Nalco and, solely for purposes of Section 51 therein, Ecolab Inc. (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 wishes to assign all of its right, title and interest in the Trademarks to Assignee as the designee of Nalco; and

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 8(a)(viii) 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.

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.

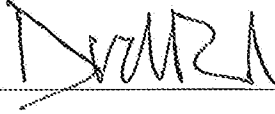
ASSIGNOR:

ASSIGNEE:

GEORGIA-PACIFIC CHEMICALS LLC

ECOLAB USA INC.

By: _____



By: _____

Name: _____

David G. Park

Name: _____

Title: _____

Vice President - Business
Development

Title: _____

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[Signature Page to Trademark Assignment]

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

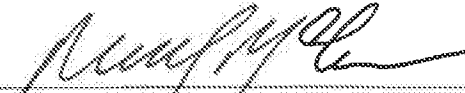
ASSIGNOR:

ASSIGNEE:

GEORGIA-PACIFIC CHEMICALS LLC

ECOLAB USA INC.

By: _____

By: 

Name: _____

Name: *Michael McCormick*

Title: _____

Title: *Authorized Signatory*

[Signature Page to Trademark Assignment]

Schedule A

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date
AMBOND	Thailand	674858	9/28/2007	287585	9/28/2007
AMBOND	United States of America	74/281551	6/4/1992	1853391	9/13/1994
AMBOND	Malaysia	7022369	11/14/2007	7022369	8/26/2009
AMBOND	India	1601779	9/13/2007	1601779	1/27/2011
AMBOND	Indonesia	D002007030617	9/12/2007	IDM000197163	10/22/2009
AMRES	United States of America	73/696858	11/23/1987	1501796	8/30/1988
AMRES	United States of America	72/405232	10/15/1971	950593	1/16/1973
AMRES	Canada	813241	5/23/1996	489436	2/5/1998
AMRES	Malaysia	7022368	11/14/2007	7022368	8/26/2009
AMRES	India	1601780	9/13/2007	1601780	1/12/2011
AMRES	Thailand	674859	9/28/2007	Kor288749	11/5/2009
AMRES	Indonesia	D002007030615	9/12/2007	IDM000197161	3/5/2009
NAVIGATOR	United States of America	85/746,666	10/5/2012	4,460,027	12/31/2013
NAVIGATOR	Canada	1,682,776	6/25/2014	TMA919,091	11/2/2015
NOVABOND	Canada	801241	1/8/1996	547663	7/4/2001
NOVACOTE	United States of America	74/002838	11/16/1989	1660249	10/8/1991
NOVACOTE	Canada	999	7/20/1990	TMA443171	5/26/1995
NOVACOTE	India	1620570	11/14/2007		
NOVAFLO	Canada	794367	10/4/1995	461989	8/23/1996
NOVASIZE	United States of America	73/339590	12/1/1981	1250100	9/6/1983
NOVASIZE	Malaysia	7022371	11/14/2007	7022371	8/26/2009
NOVASIZE	India	1601781	9/13/2007		
NOVASIZE	Thailand	674860	9/28/2007	Kor301954	8/13/2009
NOVASIZE	Indonesia	D002007030616	9/12/2007	IDM000197162	10/20/2009
NOVASIZE	United States of America	85/910,514	4/22/2013	4,777,687	7/21/2015
SOF-STRENGTH	United States of America	78/336124	12/4/2003	3389673	2/26/2008
UNICREPE	United States of America	73/708685	2/1/1988	1501810	8/30/1988
NOVACOTE PC	United States of America	75/253386	3/7/1997	2257625	6/29/1999

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