

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460005

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900431752

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/01/2011	National Banking Association:

RECEIVING PARTY DATA

Name:	Nalco Company
Street Address:	1601 W. Diehl Road
City:	Naperville
State/Country:	ILLINOIS
Postal Code:	60563-1198
Entity Type:	Corporation: DELAWARE
Name:	Calgon LLC
Street Address:	1601 W. Diehl Road
City:	Naperville
State/Country:	ILLINOIS
Postal Code:	60563-1198
Entity Type:	Limited Liability Company: DELAWARE
Name:	Nalco Crossbow Water LLC
Street Address:	320 West 194th Street
City:	Glenwood
State/Country:	ILLINOIS
Postal Code:	60425
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 162

Property Type	Number	Word Mark
Serial Number:	76499829	ACCESS
Serial Number:	85537354	ACCUCOUNT
Serial Number:	76466148	ACRYL-EX
Serial Number:	73415597	ACTI-BROM
Serial Number:	73752106	ACTI-PLUS
Serial Number:	73775418	ADOMITE REGAIN

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75848317	AGGMAX
Serial Number:	73546192	ALERT
Serial Number:	76264176	ARSENAL
Serial Number:	75586504	ASP
Serial Number:	72278343	BC-4
Serial Number:	75469678	BIO-MANAGE
Serial Number:	73691497	BOILERGUARD
Serial Number:	77942833	BREAXIT
Serial Number:	76580324	BRIGHTWATER
Serial Number:	85406001	CGMAX
Serial Number:	75697492	COILCLEAR
Serial Number:	75606156	COIL-FLO
Serial Number:	73805974	COKE-LESS
Serial Number:	73130890	COMBUSTROL
Serial Number:	76212135	COMPTRENE
Serial Number:	73566234	CONQUOR
Serial Number:	76424715	CORE SHELL
Serial Number:	73003072	COREXIT
Serial Number:	75646892	DEPCON
Serial Number:	75623882	DEWAT
Serial Number:	85306981	DURASOFT
Serial Number:	73415356	DUST-BAN
Serial Number:	73742082	DYNACOOOL
Serial Number:	73691505	DYNACOOOL III
Serial Number:	73824187	EASIBROM
Serial Number:	73505154	EASIPHOS
Serial Number:	76466198	ELIMILINT
Serial Number:	73625021	EN/ACT
Serial Number:	75171721	ENERAX
Serial Number:	75644490	ENERCEPT
Serial Number:	73811924	ENERSPERSE
Serial Number:	77289359	ENTERFAST
Serial Number:	76538144	ENVIROX
Serial Number:	85334432	EROI
Serial Number:	85341414	E VERIFIED
Serial Number:	77909769	EXTRA WHITE
Serial Number:	74006196	EXTRACT-ORE
Serial Number:	73713304	FERRALYTE

Property Type	Number	Word Mark
Serial Number:	77919507	FILLERTEK
Serial Number:	74293350	FILTERMAX
Serial Number:	75744285	FIST
Serial Number:	75837139	FREEFLOW
Serial Number:	76459352	GRAY MATTER
Serial Number:	76534030	HAUL-EZ
Serial Number:	85439533	HYCLASS
Serial Number:	72293472	HYDRAID
Serial Number:	75681723	IRONGUARD
Serial Number:	75848277	IRONGUARD
Serial Number:	73640817	IRON-RITE
Serial Number:	74022709	LATRIX
Serial Number:	74497845	LONGRUN
Serial Number:	77370727	MERCONTROL
Serial Number:	76456478	METRIX
Serial Number:	75644491	MICROSOLUTIONS
Serial Number:	75005514	MVP
Serial Number:	72309417	N
Serial Number:	75423000	NALBRITE
Serial Number:	73283140	NALCAMINE
Serial Number:	71527935	NALCITE
Serial Number:	73174027	NALCLEAR
Serial Number:	77463361	NALCO
Serial Number:	71325719	NALCO
Serial Number:	71579204	NALCO
Serial Number:	71612700	NALCO
Serial Number:	71674274	NALCO
Serial Number:	72079349	NALCO
Serial Number:	72148324	NALCO
Serial Number:	72174114	NALCO
Serial Number:	72447065	NALCO
Serial Number:	73033851	NALCO
Serial Number:	73011262	NALCO
Serial Number:	73785794	NALCO
Serial Number:	71377227	NALCO
Serial Number:	75802836	NALCO ACT
Serial Number:	85134700	NALCO CAST CLEAN
Serial Number:	73380616	NALCOAL

Property Type	Number	Word Mark
Serial Number:	74439005	NALCOAT
Serial Number:	72079071	NALCOLYTE
Serial Number:	72104298	NALCON
Serial Number:	72168946	NALCOOL
Serial Number:	72457000	NALCOOL
Serial Number:	73636082	NALCOOL 3000
Serial Number:	85368727	NALCOPRO
Serial Number:	73369715	NALFLOTE
Serial Number:	74293498	NALKAT
Serial Number:	75513899	NALKLEEN
Serial Number:	74697010	NALMET
Serial Number:	73713311	NALMET
Serial Number:	72113287	NALPREP
Serial Number:	72254461	NAL-QUILL
Serial Number:	73402695	NALSIZE
Serial Number:	75737288	NALSPERSE
Serial Number:	75443337	NALSTRIP
Serial Number:	76058736	NAL-TEX
Serial Number:	75676586	NAL-TEX
Serial Number:	75449721	NEOSTAR
Serial Number:	76021216	NEXGUARD
Serial Number:	76632943	NITROSOLVE
Serial Number:	75929224	ODORTECH
Serial Number:	76524146	OPTILUX
Serial Number:	75154626	OPTIMER
Serial Number:	73482049	OPTIMER
Serial Number:	77455960	OREBIND
Serial Number:	77091750	OXIPRO
Serial Number:	73657005	PAINT KILL
Serial Number:	85156274	PENSURF
Serial Number:	75278273	FLASHLITE
Serial Number:	75420873	PERMATREAT
Serial Number:	77014507	PINNACLE
Serial Number:	73594058	POL-E-Z
Serial Number:	75439838	POL E DUC
Serial Number:	72312316	PORTA-FEED
Serial Number:	85355690	POSITEK
Serial Number:	74090702	POSITEK

Property Type	Number	Word Mark
Serial Number:	78907106	PRIMACT
Serial Number:	77298338	PRIMACT
Serial Number:	75502932	RAILCOOL
Serial Number:	85014976	REFINED KNOWLEDGE
Serial Number:	75744299	REMEDIATOR
Serial Number:	73563356	RESIN RINSE
Serial Number:	76495806	RESTOR
Serial Number:	78821405	RRA
Serial Number:	85439864	RRX
Serial Number:	77497082	SAFESCAN
Serial Number:	76567580	SAFETNET
Serial Number:	76607122	S.O.S. - SAFETY ON SITE
Serial Number:	75425243	SCALE-GUARD
Serial Number:	75591476	SCALEPHREE
Serial Number:	75195310	SCORPION
Serial Number:	74602704	SMART PATCH
Serial Number:	75461181	STA-BR-EX
Serial Number:	73460818	STA PUT
Serial Number:	75434766	STIMULUS
Serial Number:	73497230	SULFA-CHECK
Serial Number:	73806907	SUPPRESS
Serial Number:	73370422	SURE-COOL
Serial Number:	85016056	SURFLO PLUS
Serial Number:	73308469	SUR-GARD
Serial Number:	73007520	TECHNIFAX
Serial Number:	76211617	THERMOGAIN
Serial Number:	76422902	TIORCO
Serial Number:	73716146	TOPCAST
Serial Number:	74162452	TRASAR
Serial Number:	74530451	TRASAR
Serial Number:	74536631	TRASAR
Serial Number:	73609051	TRI-ACT
Serial Number:	74686640	ULTIMER
Serial Number:	76575400	ULTRACARB
Serial Number:	76575399	ULTRASAND
Serial Number:	76247391	ULTRATREAT
Serial Number:	75672666	ULTRAXOL
Serial Number:	73477094	ULTRION

Property Type	Number	Word Mark
Serial Number:	73757468	VANTAGE
Serial Number:	74700041	VELIGON
Serial Number:	77440445	VELOX
Serial Number:	85191027	WATER INTELLIGENCE NETWORK

CORRESPONDENCE DATA

Fax Number: 6124927077
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: 6127927006
Email: IP@fredlaw.com
Correspondent Name: Ann Dunn Wessberg
Address Line 1: 200 South Sixth Street
Address Line 2: Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Ann Dunn Wessberg
SIGNATURE:	/Ann Dunn Wessberg/
DATE SIGNED:	01/30/2018

Total Attachments: 7

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Bank of America, N.A.
One Bryant Park
New York, New York 10036

December 1, 2011

Nalco Holdings LLC
Nalco Company
1601 W Diehl Road
Naperville, Illinois 60563
Attention: General Counsel

Re: Payoff Letter

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of May 13, 2009 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among NALCO Holdings LLC, a Delaware limited liability company ("Holdings"), NALCO Company, a Delaware corporation, as borrower (the "U.S. Borrower" or the "Borrower"), the Foreign Subsidiary Borrowers, if any, from time to time party thereto, Bank of America, N.A., in its capacity as administrative agent and collateral agent for the Lenders and as agent for the Secured Parties (in such capacity, the "Administrative Agent"), the financial institutions party thereto, as lenders (the "Lenders") and the other agents, arrangers and bookrunners identified therein. Capitalized terms used herein and not defined herein shall have the meanings given thereto in the Credit Agreement or the U.S. Collateral Agreement, as applicable.

The Borrower has advised the Lenders that it intends to prepay all amounts, and terminate all Commitments, in each case outstanding under the Credit Agreement (except for amounts outstanding under the Letters of Credit pursuant to Section 1 below) and terminate its obligations under the Credit Agreement and the other documents entered into pursuant to the Credit Agreement (collectively, the "Credit Documents").

1. Payment to the Administrative Agent. The Borrower has requested to prepay all outstanding Loans (and their associated accrued and unpaid interest and fees), in full, under the Credit Agreement on December 1, 2011 (the "Payoff Date"). The total amount of principal, accrued but unpaid interest and all fees, expenses and other Loan Document Obligations (other than the CGR Fees (as defined below)) owing under the Credit Documents, is equal to \$1,112,491,433.01 (the "Payoff Amount"), which aggregate amount represents the amounts due as set forth in Schedule 1 hereto.

If the Payoff Amount is not received by the Administrative Agent prior to 2:00 p.m. New York City time on the Payoff Date, the Borrower shall pay, in addition to the Payoff Amount, a per diem of \$191,869.00 (the "Per Diem Amount") to the Administrative Agent for each day after the Payoff Date until the Payoff Amount plus all applicable Per Diem Amounts are received by the Administrative Agent.

Payment of the Payoff Amount (and any applicable Per Diem Amount) shall be made to the Administrative Agent in immediately available funds in U.S. dollars to the following account:

TRADEMARK

REEL: 006249 FRAME: 0404

Bank of America
ABA: 026009593
Acct. No.: 001292000883
Attn: Corporate Loans
Reference: Nalco Company

Additionally, payment of legal fees and expenses of Cahill Gordon & Reindel LLP ("CGR"), counsel to the Administrative Agent, in the amount of \$20,000.00 (the "CGR Fees") shall be made to CGR on the same day that the Payoff Amount (together with any applicable Per Diem Amount) shall be paid to the Administrative Agent in immediately available funds in U.S. dollars to the following account:

HSBC Bank USA
100 Maiden Lane
New York, NY 10038
ABA: 021001088
Account No: 015-70965-5
Acct Name: Cahill Gordon & Reindel LLP
Reference: Nalco

As of the date hereof, the outstanding letters of credit issued by Bank of America, N.A., as Issuing Bank (in such capacity, the "Issuing Bank") under the Credit Agreement are set forth on Schedule 2 attached hereto (the "Letters of Credit"). Notwithstanding anything to the contrary set forth in Section 2.05(c) of the Credit Agreement, as of the Payoff Date, each Letter of Credit listed on Schedule 2 attached hereto will continue to be issued and outstanding in full force and effect in accordance with its terms and all Reimbursement Obligations and Loan Document Obligations of the Borrower and each other Loan Party pursuant to Sections 2.05(e), 2.05(f), 2.05(h), 2.05(p) and, with respect to the Issuing Bank Fees payable to the Issuing Bank, Section 2.12(b), in each case, of the Credit Agreement and the provisions of Article II of the U.S. Collateral Agreement in respect of the Letters of Credit will remain in effect until the earliest to occur of (x) the time at which no Letter of Credit remains outstanding and any Reimbursement Obligations, Issuing Bank Fees and the LC Fees (as defined below) shall have been paid or repaid, as applicable, at which time all Loan Document Obligations of the Borrower and the other Loan Parties in respect of the Letters of Credit that survived the termination of the Credit Documents in accordance with the terms hereof shall automatically terminate without any further action by any party, (y) the entry into a guarantee by Ecolab Inc. and any of its affiliates in favor of, and in form and substance satisfactory to, the Issuing Bank with respect to the Letters of Credit and (z) such time as is otherwise agreed by the Issuing Bank. No additional Letters of Credit may be issued. From and after the Payoff Date, in lieu of L/C Participation Fees, the Borrower agrees to pay to the Issuing Bank on April 10th, July 10th, October 10th and January 10th of each year and three Business Days after the date on which all Letters of Credit shall be terminated as provided in this letter agreement, a fee (an "LC Fee") on the daily aggregate of the aggregate undrawn amount of all Letters of Credit outstanding on each day during the preceding quarter (or shorter period commencing with the Payoff Date or ending with the date on which all Letters of Credit shall be terminated) at the rate per annum equal to 97.5 basis points per annum, payable quarterly. All LC Fees that are payable on a per annum basis shall be computed on the basis of the actual number of days elapsed in a year of 360 days. For the avoidance of doubt, upon satisfaction of the Payoff Condition, any obligations of any Revolving Facility Lender or any other Lender in respect of participations of Letters of Credit and L/C Disbursements pursuant to Section 2.05(d) of the Credit

Agreement are hereby terminated, and the Borrower and the other Loan Parties shall have no further obligation to pay any L/C Participation Fees to the Lenders.

This letter (this "Agreement") confirms that effective as of the later of the time of the receipt by (x) the Administrative Agent for the benefit of the Lenders of the Payoff Amount (and any applicable Per Diem Amount) in the manner set forth above and (y) CGR of the CGR Fees in the manner set forth above (together with the payment in clause (x) above, the "Payoff Condition"), (i) all liabilities, obligations and indebtedness owing by the Borrower to the Lenders under the Credit Documents with respect to the Loans, and the Obligations under the Credit Documents (other than those specified in the preceding paragraph in respect of the Letters of Credit, which shall continue with full force and effect in accordance with their terms) shall be released, discharged and satisfied in full, (ii) the Credit Agreement (including the Commitments thereunder), the other Credit Documents and all related instruments, agreements and other documents shall be terminated, except for such indemnification provisions that expressly survive as specified in the Credit Agreement and the other Credit Documents and (iii) all of the security interests, mortgages, liens, pledges and other charges of whatever nature in favor of the Administrative Agent for the benefit of the Secured Parties under each of the Credit Documents, and all guarantees under each of the Credit Documents, in each case shall be automatically terminated and released with no further action on our part.

Notwithstanding any of the foregoing, you acknowledge and agree that you shall be solely responsible for any break funding payments due pursuant to Section 2.16 of the Credit Agreement.

2. Releases and Terminations. Notwithstanding the Loan Parties' continuing obligations with respect to the Letters of Credit listed on Schedule 2 attached hereto as set forth in Section 1 above, upon (A) the Administrative Agent's receipt of a copy of the acknowledgment of this Agreement signed by the Borrower and Holdings and (B) the occurrence of the Payoff Condition, (i) the Borrower (or its designee, including its counsel) is authorized to file UCC termination statements to terminate any and all UCC financing statements filed pursuant to the Credit Agreement or any other Credit Document, (ii) the Borrower (or its designee) is authorized to file a release and satisfaction of each of the Mortgages, which releases shall have been executed in recordable form by the Administrative Agent and delivered to the Borrower (or its designee), (iii) the Borrower (or its designee) is authorized to file a release and satisfaction of each security agreement, notice, assignment, collateral assignment or similar document filed with the United States Patent and Trademark Office or with the United States Copyright Office pursuant to the Credit Documents, which releases shall have been executed in recordable form by the Administrative Agent and delivered to the Borrower (or its designee), (iv) the Administrative Agent will deliver to the Borrower (or its designated assignee, including Cravath, Swaine & Moore LLP) all original stock certificates, promissory notes and all other collateral in the Administrative Agent's possession, and (v) the Administrative Agent agrees to take such additional steps and to execute and deliver such further documents as may from time to time reasonably be requested by the Borrower to release, or to evidence the release of, the Collateral or any other property from any Mortgages, Liens, pledges, assignments or security interests in favor of the Administrative Agent under any of the Credit Documents. All such terminations, releases and satisfactions shall be prepared and, if applicable, filed at the expense of the Borrower.

3. Reinstatement of Obligations. The Borrower acknowledges and agrees that its obligations and liabilities under the Credit Agreement and the other Credit Documents shall be reinstated with full force and effect, if at any time on or after the Pay-Off Date, all or any portion of

the Pay-Off Amount paid to the Lenders is voided or rescinded or must otherwise be returned by the Lenders to the Borrower upon Borrower's insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made.

4. Headings. The headings contained in this Agreement are for reference purposes only and shall not constitute a part hereof.

5. Successor and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

~~6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.~~

7. Amendment. This Agreement may not be amended, or any provision hereof waived or modified, except in writing signed by each of the parties hereto.

[Signature Page Follows]

**ADDITIONAL NAMES OF CONVEYING PARTY (S) (In connection with Item 1 of
Recordation Form Cover Sheet):**

Calgon LLC

Nalco One Source LLC

Nalco Crossbow Water LLC

Kindly acknowledge your acceptance of and agreement to the foregoing by executing a counterpart of this Agreement. This Agreement may be executed in any number of counterparts, including facsimile or "pdf" file counterparts, but all of such counterparts shall, together, constitute but one of the same agreement.

Very truly yours,

BANK OF AMERICA, N.A.,
as Administrative Agent, Collateral Agent and
Issuing Bank

By: Denise M. Wolfenberger
Name: **Denise M. Wolfenberger**
Title: **AVP - Agency Management Officer**

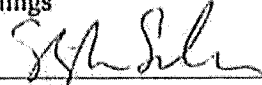
[Payoff Letter Signature Page]

TRADEMARK

REEL: 006249 FRAME: 0409

Accepted and Agreed:

NALCO HOLDINGS LLC,
as Holdings

By: 
Name: Stephen N. Landsman
Title: Vice President

NALCO COMPANY,
as U.S. Borrower

By: 
Name: Stephen N. Landsman
Title: Vice President

[Payoff Letter Signature Page]