

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM602101

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nalco Limited		08/20/2020	International Subsidiary: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ecolab USA Inc.		
<b>Street Address:</b>	1 Ecolab Place		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55102		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75438966	PERMACARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	5123345200		
<b>Email:</b>	Tmcentral@pirkeybarber.com		
<b>Correspondent Name:</b>	Christopher M. Kindel		
<b>Address Line 1:</b>	1801 East 6th Street, Suite 300		
<b>Address Line 4:</b>	Austin, TEXAS 78702		
<b>NAME OF SUBMITTER:</b>	Christopher M. Kindel		
<b>SIGNATURE:</b>	/Christopher M. Kindel/		
<b>DATE SIGNED:</b>	10/09/2020		
<b>Total Attachments: 2</b>			
source=Signed Assignment (short version) - Nalco Limited to Ecolab USA Inc. (U.S)#page1.tif			
source=Signed Assignment (short version) - Nalco Limited to Ecolab USA Inc. (U.S)#page2.tif			

OP \$40.00 75438966

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of April 1<sup>st</sup> 2020 ("Effective Date") by **Nalco Limited** domiciled at P.O. Box 11 Winnington Ave. ChesshireCW84DX, United Kingdom ("Assignor"), and **Ecolab USA Inc.**, domiciled at 1 ECOLAB Place, St. Paul, MINNESOTA 55102, United States of America, ("Assignee").

WHEREAS, the Assignor is the sole and rightful owner of the following trademark:

**PERMACARE Reg. No. 2409084 Class 01**

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademark; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration of US\$10.00, the receipt of which is acknowledged, the parties hereto agree as follows:

### 1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademark in the United States of America, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademark, together with the goodwill connected with and symbolized by the Trademark (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademark, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the USPTO to record the transfer of the to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including

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registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademark.

**2. WARRANTY.**

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademark, that the Trademark have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

**3. ENTIRE AGREEMENT.**

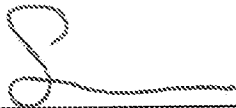
This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

**4. SEVERABILITY.**

If one or more provisions of this Assignment are held to be unenforceable under the local applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

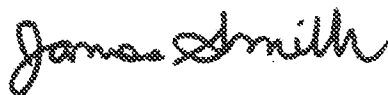
**IN WITNESS** whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

**ASSIGNOR:**

By:  Date: August 20, 2020

Name: Sarah Lockner, Assistant Chief IP Counsel –  
Trademarks & Marketing

**ASSIGNEE:**

By:  Date: August 20, 2020

Name: James Smith, Chief IP Counsel