

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bioquell UK Limited		04/30/2019	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Ecolab USA Inc.		
Street Address:	1 Ecolab Place		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3163395	RBDS	
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:	612.332.5300		
Email:	cking@merchantgould.com		
Correspondent Name:	Danielle I. Mattessich		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	14409.0405US01		
NAME OF SUBMITTER:	Danielle I. Mattessich		
SIGNATURE:	/daniellemattessich/		
DATE SIGNED:	02/03/2021		
Total Attachments: 7			
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ASSIGNMENT OF TRADE MARKS

THIS ASSIGNMENT is made this 30th day of April 2019 (effective date)

BETWEEN:

- (1) The "Assignor": **Bioquell UK Limited**, a company registered in England and Wales (company no. 02520270) of 52 Royce Close, West Portway, Andover, Hampshire, SP10 3TS, United Kingdom
- (2) The "Assignee": **Ecolab USA Inc.**, a Delaware corporation of 1 Ecolab Place, St. Paul, MN 55102, United States of America

RECITALS:

- (A) The Assignor is the proprietor of the trade mark applications and registrations, the details of which are set out in Schedule A below and form part of this assignment ("the Trade Marks"),
- (B) The Assignor is a wholly owned subsidiary company of Bioquell PLC, which in turn is a wholly owned subsidiary of the Assignee and for the better regulation of the affairs of the Assignor and the Assignee it has been agreed that the Assignor shall assign to the Assignee all rights, title, interest and property in the Trade Marks, together with all ancillary rights relating thereto, including goodwill, upon the following terms.


OPERATIVE PROVISIONS:

1. In consideration of the sum of £1 (one pound) paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged), the Assignor hereby assigns with full title guarantee to the Assignee all rights, title, interest and property in the Trade Marks, together with the whole of the goodwill relating to the Trade Marks, the absolute entitlement to any registered trade marks granted pursuant to the applications comprised in the Trade Marks, the full and exclusive benefit thereof, all common law rights connected with the Trade Marks and any copyright which may subsist in the Trade Marks and all rights, privileges and advantages appertaining thereto, together with the right to recover and bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of the Trade Marks, and other forms of protection relating to goodwill, whether committed before or after the date of this Assignment, to the intent that the Trade Marks shall be in the name of and shall vest in the Assignee together with the goodwill of the Assignor attaching to the Trade Marks TO HOLD the same unto the Assignee absolutely.
2. At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Trade Marks and of the property rights hereby assigned, (b) fully and effectively vest the same in the Assignee and (c) formally register the Assignee's title in the same at any relevant Intellectual Property Office.
3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns, as well as any subsidiary companies of the parties hereto.

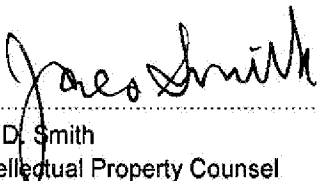
4. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this Agreement.
5. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota, without regard to conflict of law provisions and the parties for this purpose hereby submit to the exclusive jurisdiction of the State and Federal Courts of Minnesota.

IN WITNESS whereof the parties have executed this document on the date first above written.






EXECUTED
for and on behalf of
Bioquell UK Limited







(Signature) 
Name: Nihad Hasagic
Title: V.P. Bioquell Business & Integration Leader




EXECUTED
for and on behalf of
Ecolab USA Inc.



(Signature) 
Name: James D. Smith
Title: Chief Intellectual Property Counsel



SCHEDULE A

<u>TERRITORY</u>	<u>TRADE MARK</u>	<u>REGISTRATION NUMBER</u>	<u>CLASSES</u>
Australia	BIOQUELL	983425	05, 09, 10, 11, 37
Brazil	BIOQUELL logo 	830799400	05
Brazil	BIOQUELL logo 	830799397	09
Brazil	BIOQUELL logo 	830799362	11
Brazil	BIOQUELL logo 	830799370	37
Brazil	BIOQUELL SEQUIRE	913209660	11
Brazil	Bioquell ProteQ	913981826	11
Brazil	BIOQUELL	829694854	05
Brazil	BIOQUELL	829694935	09
Brazil	BIOQUELL	829694919	10
Brazil	BIOQUELL	829694943	11
Brazil	BIOQUELL	829694960	37
Canada	BIOQUELL logo 	TMA835946	05, 09, 11, 37
Canada	BIOQUELL SEQUIRE	1856124	11
Canada	Bioquell ProteQ	1887950	11
Canada	BIOQUELL	TMA800711	05, 09, 11, 37, 42

China	 BIOQUELL logo	1058121	09
China	 BIOQUELL logo	1058121	11
China	 BIOQUELL logo	1058121	37
China	 BIOQUELL logo	1058121	05
China	Bioquell SeQure	1410863	11
China	Bioquell ProteQ	1421166	11
China	BIOQUELL	983425	11
China	BIOQUELL	983425	37
China	BIOQUELL	983425	10
China	BIOQUELL	983425	05
China	BIOQUELL	983425	09
European Union	 BIOQUELL logo	1058121	05, 09, 11, 37
European Union	Bioquell SeQure	1410863	11
European Union	Bioquell ProteQ	1421166	11
European Union	RBDS	003398948	37, 40, 42
European Union	BIOQUELL	983425	05, 09, 10, 11, 37
India	 BIOQUELL logo	2035313	05, 09, 11, 37
India	BIOQUELL	1666991	05

India	BIOQUELL	1666992	09
India	BIOQUELL	1666993	10
India	BIOQUELL	1666994	11
India	BIOQUELL	1666995	37
Indonesia	BIOQUELL	IDM000288704	05
Indonesia	BIOQUELL	IDM000287184	09
Indonesia	BIOQUELL	IDM000287300	10
Indonesia	BIOQUELL	IDM000287297	11
Indonesia	BIOQUELL	IDM000302832	37
International (MAP)	 BIOQUELL logo	1058121	05, 09, 11, 37
International (MAP)	Bioquell SeQure	1410863	11
International (MAP)	Bioquell ProteQ	1421166	11
International (MAP)	BIOQUELL	983425	05, 09, 10, 11, 37
Japan	 BIOQUELL logo	1058121	05, 09, 11, 37
Japan	BIOQUELL	983425	05, 09, 10, 11, 37
Malaysia	BIOQUELL	08007733	05
Malaysia	BIOQUELL	08007732	09
Malaysia	BIOQUELL	08007731	10
Malaysia	BIOQUELL	08007730	11
Malaysia	BIOQUELL	08007729	37
Mexico	 BIOQUELL logo	1240576	05

Mexico	 BIOQUELL logo	1270843	11
Mexico	Bioquell SeQure	1410863	11
Mexico	Bioquell ProteQ	1421166	11
Mexico	BIOQUELL	1267353	11
Mexico	BIOQUELL	1412623	05
New Zealand	BIOQUELL	784511	05, 09, 10, 11, 37
Pakistan	BIOQUELL	268446	05
Pakistan	BIOQUELL	268447	09
Pakistan	BIOQUELL	268451	10
Pakistan	BIOQUELL	268450	11
Pakistan	BIOQUELL	268449	37
Republic of Korea	Bioquell SeQure	1410863	11
Republic of Korea	Bioquell ProteQ	1421166	11
Republic of Korea	BIOQUELL	983425	05, 09, 10, 11, 37
Singapore	 BIOQUELL logo	1058121	05, 09, 11, 37
Singapore	Bioquell SeQure	1410863	11
Singapore	Bioquell ProteQ	1421166	11
Singapore	BIOQUELL	983425	05, 09, 10, 11, 37
South Africa	BIOQUELL	2008/02008	05
South Africa	BIOQUELL	2008/02009	09
South Africa	BIOQUELL	2008/02010	10
South Africa	BIOQUELL	2008/02011	11

South Africa	BIOQUELL	2008/02012	37
Taiwan	BIOQUELL	01486622	05, 09, 10, 11, 37
Thailand	BIOQUELL	Kor304605	05
Thailand	BIOQUELL	Kor304606	09
Thailand	BIOQUELL	Kor312973	10
Thailand	BIOQUELL	Kor300465	11
Thailand	BIOQUELL	Bor43660	37
United Kingdom	BIOQUELL logo (Series of 2) 	2544415	05, 09, 10, 11, 37
United Kingdom	TERM	3203920	40
United Kingdom	Bioquell SeQure	3248734	11
United Kingdom	Bioquell ProteQ	3278510	11
United Kingdom	RBDS	2329308	37, 40
United Kingdom	BIOQUELL	2229469	05, 09, 10, 11, 37
United Kingdom	CLARUS	2228914	11
United States of America	 BIOQUELL logo	1058121	05, 09, 11, 37
United States of America	Bioquell SeQure	1410863	11
United States of America	Bioquell ProteQ	1421166	11
United States of America	RBDS	3163395	37, 40
Vietnam	BIOQUELL	983425	05, 09, 10, 11, 37