

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Notice of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Culligan International Company		11/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	1455 Market Street, 5th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3599828	SULFUR-CLEER	
Registration Number:	3724710	HEY CULLIGAN MAN!	
Registration Number:	3772180	DIAL-A-SOFTNESS	
Registration Number:	3878136	BOTTLE-FREE	
Registration Number:	3878137	BOTTLE-FREE IS COOLER	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
Phone:	(212)728-8000		
Email:	ipdept@willkie.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kim A. Walker		
Address Line 1:	787 Seventh Avenue		
Address Line 2:	Willkie Farr & Gallagher LLP		
Address Line 4:	New York, NEW YORK 10019		

CH \$140.00 3599828

ATTORNEY DOCKET NUMBER:	11946200026 KIM A. WALKER
NAME OF SUBMITTER:	Kim A. Walker
Signature:	/kaw-907/
Date:	11/29/2011
Total Attachments: 5 source=culliganbofacreditagreement#page1.tif source=culliganbofacreditagreement#page2.tif source=culliganbofacreditagreement#page3.tif source=culliganbofacreditagreement#page4.tif source=culliganbofacreditagreement#page5.tif	

**FIRST LIEN NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

THIS FIRST LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of November 15, 2011, is made by Culligan International Company, a Delaware corporation (the "Grantor") in favor of Bank of America, N.A. (as successor to Citicorp North America, Inc., the "Collateral Agent"), as administrative agent and collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement, dated as of May 24, 2007 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among the Grantor, Culligan Holding S.à.r.l., the Collateral Agent, BNP Paribas, as Syndication Agent, LaSalle Bank National Association and Natixis, as Co-Documentation Agents, and the Lenders from time to time party thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Culligan Holding Company B.V., Culligan Holding Inc., the Grantor, and certain other Subsidiaries of the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of May 24, 2007, in favor of the Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantor on the terms and subject to the conditions of the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, it granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than an Affiliate or a Subsidiary of the Grantor, or any Trademark of any Grantor, for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses or the abandonment, cancellation or voidance of such Trademark.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CULLIGAN INTERNATIONAL
COMPANY

By: Susan E. Bennett
Name: Susan E. Bennett
Title: Senior Vice President, General
Counsel & Secretary

BANK OF AMERICA, N.A., as Collateral
Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CULLIGAN INTERNATIONAL
COMPANY

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Collateral
Agent

By: Anthea Del Bianco
Name: Anthea Del Bianco
Title: Vice President

[Signature Page to First Lien Notice of Grant of Security Interest in Trademarks (Credit Agreement)]

TRADEMARK
REEL: 004667 FRAME: 0620

Schedule A

Trademarks

Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
SULFUR-CLEER	Registered	77/388206	02/04/08	3599828	03/31/09
HEY CULLIGAN MAN!	Registered	77/653311	01/21/09	3724710	12/15/09
DIAL-A-SOFTNESS	Registered	77/336998	11/26/07	3772180	04/06/10
BOTTLE-FREE	Registered	77/949659	03/03/10	3878136	11/16/10
BOTTLE-FREE IS COOLER	Registered	77/949677	03/03/10	3878137	11/16/10