TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Culligan International Company		06/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, N.A.
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 81

Property Type	Number	Word Mark
Serial Number:	74460975	ACCUSOFT
Serial Number:	73757489	AQUA-CLEER
Serial Number:	78233743	AQUAFIER
Serial Number:	74227881	AQUA FLO
Serial Number:	74295235	AQUASAFE
Serial Number:	73794511	AQUASAFE
Serial Number:	72242572	AQUA-SENSOR
Serial Number:	78923328	BETTER WATER. PURE AND SIMPLE.
Serial Number:	75322777	BIG BOY
Serial Number:	73218960	BRUNER
Serial Number:	72148469	BRUNER MATIC
Serial Number:	74144364	CAAP
Serial Number:	74273328	CARE CAP
Serial Number:	73783943	CARE CUBES

CH $2040.00 74460975

Serial Number:	75254629	
Serial Number:	78280178	CLEAR PROMISE
Serial Number:	77042915	CLEARLY BETTER
Serial Number:	78862910	COOLCLEAR
Serial Number:	71691440	CUL-FLO-VALV
Serial Number:	71515086	CULLAR
Serial Number:	72059095	CULLCITE
Serial Number:	71489206	CULLEX
Serial Number:	72178782	CULLIGAN
Serial Number:	72178887	CULLIGAN
Serial Number:	72068234	CULLIGAN
Serial Number:	78316267	CULLIGAN
Serial Number:	72455075	CULLIGAN
Serial Number:	76070495	CULLIGAN
Serial Number:	72178781	CULLIGAN
Serial Number:	71530625	CULLIGAN
Serial Number:	78213499	CULLIGAN CLEANWATER HOME
Serial Number:	73791683	CULLIGAN
Serial Number:	78281143	CULLIGAN CLEAR PROMISE
Serial Number:	75846232	CULLIGAN MAN
Serial Number:	76140244	CULLIGAN MEDALLIST SERIES
Serial Number:	76139723	CULLIGAN PLATINUM SERIES
Serial Number:	73526784	CULLIGAN
Serial Number:	75905858	CULLIGAN SERVICE NETWORK
Serial Number:	78938956	CULLIGAN SMART-SENSOR
Serial Number:	71530623	CULLIGAN SOFT WATER SERVICE
Serial Number:	78939026	CULLIGAN TOTAL HOME
Serial Number:	78316111	CULLIGANAIR
Serial Number:	71515087	CULLSAN
Serial Number:	75982929	DURO
Serial Number:	73836993	ESTATE
Serial Number:	74092627	FILTR-CLEER
Serial Number:	75213018	GOOD WATER MACHINE
Serial Number:	72271227	"HEY CULLIGAN MAN!"
Serial Number:	74404673	HI-FLO

	73790957	HYDROTECH
Serial Number:	78458552	IDEAL CH2OICE
Serial Number:	75909840	IRON-CLEER
Serial Number:	74259882	L.P.R.O.
Serial Number:	76077676	MYCULLIGAN
Serial Number:	75108077	PURA
Serial Number:	73752830	QUALITY WATER AT WORK
Serial Number:	78858131	RAINDISC
Serial Number:	77008649	SMART-SENSOR
Serial Number:	73784824	SMARTAP
Serial Number:	74073275	SOFNER-GARD
Serial Number:	73793739	SOFT-MINDER
Serial Number:	76004816	SUPER S
Serial Number:	72178783	C
Serial Number:	72178785	
Serial Number:	72178784	
Serial Number:	72144694	
Serial Number:	73780979	THE WATER EXPERTS
Serial Number:	74520437	TRUST THE WATER EXPERTS
Serial Number:	78314780	
Serial Number:	73300507	
Serial Number:	77388206	SULFUR-CLEER
Serial Number:	77653311	HEY CULLIGAN MAN!
Serial Number:	77336998	DIAL-A-SOFTNESS
Serial Number:	77949659	BOTTLE-FREE
Serial Number:	77949677	BOTTLE-FREE IS COOLER
Serial Number:	85027669	CULLIGAN CARES
Serial Number:	77760932	CULLIGAN MATRIX SOLUTIONS
Serial Number:	77961914	CULLIGAN MATRIX SOLUTIONS
Serial Number:	77949718	BOTTLE-FREE IS BETTER
Serial Number:	85610874	HYDROTECH
Serial Number:	85525280	QUADRA-HULL

CORRESPONDENCE DATA

Fax Number: 2128225317

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:	2125305000
Email:	wmcnamara@milbank.com
Correspondent Name:	William J. McNamara
Address Line 1:	Milbank, Tweed, Hadley & McCloy LLP
Address Line 2:	1 Chase Manhattan Plaza
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	William J. McNamara
Signature:	/William J. McNamara/
Date:	06/20/2012

Total Attachments: 7
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EXECUTION VERSION

SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of June 19, 2012, is made by Culligan International Company, a Delaware corporation (the "Grantor") in favor of Wilmington Trust, National Association (the "Second Lien Collateral Agent"), as administrative agent and collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to that certain Second Lien Credit Agreement, dated as of June 19, 2012 (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 "Second Lien Credit Agreement"), among the Grantor, Culligan Investments S.àr.l., the Second Lien Collateral Agent, and the lenders from time to time parties thereto.

WHEREAS, pursuant to the Second Lien 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 Second Lien Credit Agreement, Culligan Holding Company B.V., Culligan Holding Inc., the Grantor and certain other Subsidiaries of the Grantor executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of June 19, 2012, in favor of the Second Lien Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor granted to the Second Lien 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 Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Second Lien 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 Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Second Lien 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 Second Lien 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 Second Lien Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien 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 Second Lien Credit Agreement and the Second Lien 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.

* * *

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CULLIGAN INTERNATIONAL COMPANY

By: Susan E. Bennett

Name: Susan E. Bennett

Title: Senior Vice President, General Counsel and Secretary

[Second Lien Notice of Grant of Security Interest in Trademarks]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Second Lien Collateral Agent

By: _____
Name: Renee A. Kuhl
Title: Vice President

[Second Lien Notice of Grant of Security Interest in Trademarks]

Schedule A

REGISTERED TRADEMARKS

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
ACCUSOFT	Registered	74/460975	24-Nov-1993	1920775	19-Sep-1995
AQUA-CLEER	Registered	73/757489	12-Oct-1988	1596235	15-May-1990
AQUAFIER AND DESIGN	Registered	78/233743	03-Apr-2003	2928674	7-Dec-2004
AQUA FLO	Registered	74/227881	06-Dec-1991	1856680	04-Oct-1994
AQUASAFE	Registered	74/295235	16-Jul-1992	1764365	13-Apr-1993
AQUASAFE	Registered	73/794511	20-Apr-1989	1586639	13-Mar-1990
AQUA-SENSOR	Registered	72/242572	04-Apr-1966	0823649	07-Feb-1967
BETTER WATER. PURE AND SIMPLE.	Registered	78/923328	6-Jul-2006	3660969	28-Jul- 2009
BIG BOY	Registered	75/322777	11-Jul-1997	2347967	09-May-2000
BRUNER	Registered	73/218960	08-Jun-1979	1153057	05-May-1981
BRUNER MATIC & DESIGN	Registered	72/148469	06-Jul-1962	763930	28-Jan-1964
CAAP	Registered	74/144364	04-Mar-1991	1711289	01-Sep-1992
CARE CAP	Registered	74/273328	08-May-1992	1741351	22-Dec-1992
CARE CUBES	Registered	73/783943	01-Mar-1989	1569025	05-Dec-1989
CARTOON LADY DESIGN	Registered	75/254629	10-Mar-1997	2191925	29-Sep-1998
CLEAR PROMISE	Registered	78/280178	29-Jul-2003	2968501	12-Jul-2005
CLEARLY BETTER	Registered	77/042915	13-Nov-2006	3282142	5-Jun-2007
COOLCLEAR	Registered	78/862910	17-Apr-2006	3386730	19-Feb-2008
CUL-FLO-VALV	Registered	71/691440	18-Jul-1955	0621621	21-Feb-1956
CULLAR	Registered	71/515086	31-Dec-1946	0442446	12-Apr-1949
CULLCITE	Registered	72/059095	18-Sep-1958	0676013	24-Mar-1959
CULLEX	Registered	71/489206	01-Oct-1945	0430904	01-Jul-1947
CULLIGAN	Registered	72/178782	11-Oct-1963	771457	16-Jun-1964
CULLIGAN	Registered	72/178887	14-Oct-1963	0782574	29-Dec-1964
CULLIGAN	Registered	72/068234	24-Feb-1959	0683671	18-Aug-1959
CULLIGAN	Registered	78/316267	21-Oct-2003	3034239	27-Dec-2005
CULLIGAN	Registered	72/455075	19-Apr-1973	1008612	08-Apr-1975
CULLIGAN	Registered	76/070495	14-Jun-2000	2527000	08-Jan-2002
CULLIGAN	Registered	72/178781	11-Oct-1963	0790857	15-Jun-1965
CULLIGAN	Registered	71/530625	06-Aug-1947	518302	06-Dec-1949
CULLIGAN CLEANWATER HOME & DESIGN	Registered	78/213499	11-Feb-2003	2968267	12-July-2005
CULLIGAN & WAVE DESIGN	Registered	73/791683	07-Apr-1989	1588702	27-Mar-1990
CULLIGAN CLEAR PROMISE AND DESIGN (Water Drop)	Registered	78/281143	30-Jul-2003	2968507	12-July-2005

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
CULLIGAN MAN	Registered	75/846232	10-Nov-1999	2400008	31-Oct-2000
CULLIGAN MEDALLIST SERIES	Registered	76/140244	03-Oct-2000	2672850	07-Jan-2003
CULLIGAN PLATINUM SERIES	Registered	76/139723	03-Oct-2000	2684357	04-Feb-2003
CULLIGAN SCRIPT & DROP OF WATER DESIGN	Registered	73/526784	14-Mar-1985	1365112	15-Oct-1985
CULLIGAN SERVICE NETWORK	Registered	75/905858	28-Jan-2000	2779844	04-Nov-2003
CULLIGAN SMART-SENSOR	Registered	78/938956	27-Jul-2006	3407252	1-Apr-2008
CULLIGAN SOFT WATER SERVICE	Registered	71/530623	06-Aug-1947	543161	29-May-1951
CULLIGAN TOTAL HOME	Registered	78/939026	27-Jul-2006	3562676	13-Jan-2009
CULLIGANAIR	Registered	78/316111	20-Oct-2003	3093883	16-May-2006
CULLSAN	Registered	71/515087	31-Dec-1946	0442235	15-Mar-1949
DURO	Registered	75/982929	05-Apr-1999	2666905	24-Dec-2002
ESTATE	Registered	73/836993	08-Nov-1989	1604504	03-Jul-1990
FILTR-CLEER	Registered	74/092627	30-Aug-1990	1659645	08-Oct-1991
GOOD WATER MACHINE	Registered	75/213018	13-Dec-1996	2194692	13-Oct-1998
HEY CULLIGAN MAN! DESIGN	Registered	72/271227	11-May-1967	0852478	09-Jul-1968
HI-FLO	Registered	74/404673	23-Jun-1993	1831250	19-Apr-1994
HYDROTECH	Registered	73/790957	03-Apr-1989	1583550	20-Feb-1990
IDEAL CH2OICE (AND DESIGN)	Registered	78/458552	29-July-2004	3130822	15-Aug-2006
IRON-CLEER	Registered	75/909840	04-Feb-2000	2548178	12-Mar-2002
L.P.R.O.	Registered	74/259882	27-Mar-1992	1734637	24-Nov-1992
MYCULLIGAN	Registered	76/077676	26-Jun-2000	2533772	29-Jan-2002
PURA AND DESIGN	Registered	75/108077	22-May-1996	2317449	15-Feb-2000
QUALITY WATER AT WORK	Registered	73/752830	19-Sep-1988	1534693	11-Apr-1989
RAINDISC	Registered	78/858131	10-Apr-2006	3665158	4-Aug-2009
SMART-SENSOR	Registered	77/008649	27-09-2006	3617719	5-May-2009
SMARTAP	Registered	73/784824	06-Mar-1989	1593908	01-May-1990
SOFNER-GARD	Registered	74/073275	27-Jun-1990	1685877	12-May-1992
SOFT-MINDER	Registered	73/793739	14-Apr-1989	1571700	19-Dec-1989
SUPER S	Registered	76/004816	20-Mar-2000	2689712	25-Feb-2003
SWIRLING C DESIGN	Registered	72/178783	11-Oct-1963	0790858	15-Jun-1965
SWIRLING C DESIGN	Registered	72/178785	11-Oct-1963	0782188	22-Dec-1964
SWIRLING C DESIGN	Registered	72/178784	11-Oct-1963	0771458	16-Jun-1964
SWIRLING C DESIGN	Registered	72/144694	16-May-1962	0774974	11-Aug-1964
THE WATER EXPERTS	Registered	73/780979	15-Feb-1989	1596838	15-May-1990
TRUST THE WATER EXPERTS	Registered	74/520437	06-May-1994	1890197	18-Apr-1995
WATER DROP	Registered	78/314780	16-Oct-2003	3086161	25-Apr-2006
WAVE DESIGN	Registered	73/300507	09-Mar-1981	1235832	26-Apr-1983

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TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
SULFER-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	04/6/10
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
CULLIGAN CARES	Registered	85/027669	04/30/10	4051579	11/08/11
CULLIGAN MATRIX SOLUTIONS (design)	Registered	77/760932	06/16/09	4123407	04/10/12
CULLIGAN MATRIX SOLUTIONS	Registered	77/961914	03/18/10	4127296	04/17/12

TRADEMARK APPLICATIONS

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
BOTTLE-FREE IS BETTER	Pending	77/949718	03/03/10	n/a	n/a
HYDROTECH	Pending	85/610874	04/27/12	n/a	n/a
QUADRA-HULL	Pending	85/525280	01/25/12	n/a	n/a