

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Culligan International Company		12/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WaterGroup Companies Inc.		
Street Address:	490 Pinebush Road		
City:	Cambridge, Ontario		
State/Country:	CANADA		
Postal Code:	N1t 0A5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4661851	PURA	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-861-6106		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	Courtnei E. Thorpe, Baker & Hostetler LLP		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Courtnei E. Thorpe		
SIGNATURE:	/cet/		
DATE SIGNED:	01/21/2015		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into effective as of December 30, 2014 by and between Culligan International Company, a Delaware Corporation whose address is 9399 West Higgins Road, Suite 1100, Rosemont, Illinois 60018 ("Assignor"), and WaterGroup Companies Inc., a Canadian Corporation whose address is 490 Pinebush Road, Cambridge Ontario N1T 0A5, Canada ("Assignee").

WHEREAS, Assignor is the owner of the Trademark (defined in Section 1.a. herein);

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby grants, transfers and assigns unto Assignee and its transferees, successors and assigns:

a. All of Assignor's right, title and interest in and to the Trademark, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made. "Trademark" shall mean the trademark registration set forth on Schedule I to this Agreement, in the United States, its territorial possessions and in all foreign countries, whether or not the same have been registered prior to, on or after the date of this Agreement, and any and all renewals and extensions thereof (or any legal equivalent thereof in a foreign country) for the full term or terms for which the same may be granted, together with the goodwill of the business carried on in connection with such trademark.

b. All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of the Trademark prior to, on or after the date of this Agreement, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

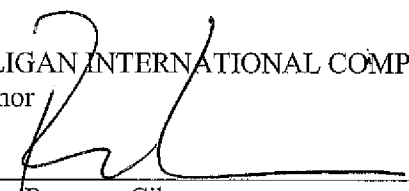
c. Any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademark, including without limitation, the right to recover for past, present or future infringements of the Trademark or unauthorized use.

2. Assignor agrees that Assignor shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, further assignments, instruments, notices and assurances as may be necessary or reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as of the date first written above.

CULLIGAN INTERNATIONAL COMPANY
Assignor

By: 

Ramona Cibas
Vice President & Controller

Schedule I

Trademark

Trademark	U.S. Registration No.	Date of Issuance
PURA and design	4,661,851	December 30, 2014