

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Culligan International Company		12/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	683671	CULLIGAN	
Registration Number:	3660969	BETTER WATER. PURE AND SIMPLE.	
Registration Number:	3878136	BOTTLE-FREE	
Registration Number:	3878137	BOTTLE-FREE IS COOLER	
Registration Number:	3034239	CULLIGAN	
Registration Number:	4198966	CULLIGAN CARES	
Registration Number:	4051579	CULLIGAN CARES	
Registration Number:	4127296	CULLIGAN MATRIX SOLUTIONS	
Registration Number:	4123407	CULLIGAN MATRIX SOLUTIONS	
Registration Number:	3407252	CULLIGAN SMART-SENSOR	
Registration Number:	3772180	DIAL-A-SOFTNESS	
Registration Number:	3724710	HEY CULLIGAN MAN!	
Registration Number:	4205285	QUADRA-HULL	
Registration Number:	3665158	RAINDISC	
Registration Number:	3617719	SMART-SENSOR	
Registration Number:	3599828	SULFUR-CLEER	
Registration Number:	1920775	ACCUSOFT	
Registration Number:	1596235	AQUA-CLEER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	823649	AQUA-SENSOR
Registration Number:	2347967	BIG BOY
Registration Number:	1569025	CARE CUBES
Registration Number:	442446	CULLAR
Registration Number:	676013	CULLCITE
Registration Number:	430904	CULLEX
Registration Number:	1008612	CULLIGAN
Registration Number:	790857	CULLIGAN
Registration Number:	2527000	CULLIGAN
Registration Number:	1588702	CULLIGAN
Registration Number:	1365112	CULLIGAN
Registration Number:	2400008	CULLIGAN MAN
Registration Number:	442235	CULLSAN
Registration Number:	2191925	
Registration Number:	1659645	FILTR-CLEER
Registration Number:	2194692	GOOD WATER MACHINE
Registration Number:	1831250	HI-FLO
Registration Number:	2548178	IRON-CLEER
Registration Number:	1734637	L.P.R.O.
Registration Number:	1534693	QUALITY WATER AT WORK
Registration Number:	1593908	SMARTAP
Registration Number:	1571700	SOFT-MINDER
Registration Number:	1596838	THE WATER EXPERTS
Registration Number:	1890197	TRUST THE WATER EXPERTS
Registration Number:	5004087	SURELOCK

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 35613/116

NAME OF SUBMITTER: BENJAMIN PETERSEN

SIGNATURE: /BENJAMIN PETERSEN/

DATE SIGNED:

12/13/2016

Total Attachments: 10

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 13, 2016, (this “Agreement”), by Culligan International Company, a Delaware corporation (the “Grantor”) in favor of Morgan Stanley Senior Funding, Inc. (“Morgan Stanley”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain First Lien US Pledge and Security Agreement, dated as of December 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, AI Aqua (Luxembourg) S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg whose registered office is located at 2-4, rue Beck, L-1222 Luxembourg and registered with the Register of commerce and companies (*Registre de commerce et des sociétés*) of Luxembourg under number B 209670, AI Aqua Merger Sub, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., in its capacities as administrative agent and collateral agent for the Lenders (the “Administrative Agent”) and as an Issuing Bank and the Swingline Lender, and Morgan Stanley, Royal Bank of Canada and BMO Capital Markets Corp., as joint lead arrangers and joint bookrunners. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.


SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

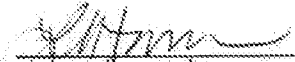
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CULLIGAN INTERNATIONAL COMPANY

By: 
Name: Glen C. Ferguson
Title: Chief Financial Officer

MORGAN STANLEY SENIOR FUNDING, INC.
as the Administrative Agent

By: 
Name: Lisa Hausa
Title: VP

SCHEDULE I

TRADEMARKS

Grantor	Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
Culligan International Company	CULLIGAN	REGISTERED	72068234	02/24/1959	683671	08/18/1959
Culligan International Company	BETTER WATER. PURE AND SIMPLE.	REGISTERED	78923328	07/06/2006	3660969	07/28/2009
Culligan International Company	BOTTLE-FREE	REGISTERED	77949659	03/03/2010	3878136	11/16/2010
Culligan International Company	BOTTLE-FREE IS COOLER	REGISTERED	77949677	03/03/2010	3878137	11/16/2010
Culligan International Company	CULLIGAN	REGISTERED	78316267	10/21/2003	3034239	12/27/2005
Culligan International Company	CULLIGAN CARES	REGISTERED	85027726	04/30/2010	4198966	08/28/2012
Culligan International Company	CULLIGAN CARES (design and color)	REGISTERED	85027669	04/30/2010	4051579	11/08/2011
Culligan International Company	CULLIGAN MATRIX SOLUTIONS	REGISTERED	77961914	03/18/2010	4127296	04/17/2012
Culligan International Company	CULLIGAN MATRIX SOLUTIONS (and design with color)	REGISTERED	77760932	06/16/2009	4123407	04/10/2012
Culligan International Company	CULLIGAN SMART- SENSOR	REGISTERED	78938956	07/27/2006	3407252	04/01/2008
Culligan International Company	DIAL-A-SOFTNESS	REGISTERED	77336998	11/26/2007	3772180	04/06/2010
Culligan International Company	HEY CULLIGAN MAN!	REGISTERED	77653311	01/21/2009	3724710	12/15/2009
Culligan International Company	QUADRA-HULL	REGISTERED	85525280	01/25/2012	4205285	09/11/2012
Culligan International Company	RAINDISC	REGISTERED	78858131	04/10/2006	3665158	08/04/2009
Culligan International Company	SMART-SENSOR	REGISTERED	77008649	09/27/2006	3617719	05/05/2009
Culligan International Company	Sulfur-Cleer	REGISTERED	77388206	02/04/2008	3599828	03/31/2009
Culligan International Company	ACCUSOFT	REGISTERED	74460975	11/24/1993	1920775	09/19/1995

Grantor	Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
Culligan International Company	AQUA-CLEER	REGISTERED	73757489	10/12/1988	1596235	05/15/1990
Culligan International Company	AQUA-SENSOR	REGISTERED	72242572	04/04/1966	823649	02/07/1967
Culligan International Company	BIG BOY	REGISTERED	75322777	07/11/1997	2347967	05/09/2000
Culligan International Company	CARE CUBES	REGISTERED	73783943	03/01/1989	1569025	12/05/1989
Culligan International Company	CULLAR	REGISTERED	71515086	12/31/1946	442446	04/12/1949
Culligan International Company	CULLCITE	REGISTERED	72059095	09/18/1958	676013	03/24/1959
Culligan International Company	CULLEX	REGISTERED	71489206	10/01/1945	430904	07/01/1947
Culligan International Company	CULLIGAN	REGISTERED	72068234	02/24/1959	683671	08/18/1959
Culligan International Company	CULLIGAN	REGISTERED	72455075	04/19/1973	1008612	04/08/1975
Culligan International Company	CULLIGAN	REGISTERED	72178781	10/11/1963	790857	06/15/1965
Culligan International Company	CULLIGAN	REGISTERED	76070495	06/14/2000	2527000	01/08/2002
Culligan International Company	CULLIGAN (AND DESIGN) (SCRIPT WITH WATER DROP AND WAVE DESIGN)	REGISTERED	73791683	04/07/1989	1588702	03/27/1990
Culligan International Company	CULLIGAN (AND DESIGN) (SCRIPT WITH WATER DROP DESIGN)	REGISTERED	73526784	03/14/1985	1365112	10/15/1985
Culligan International Company	CULLIGAN MAN	REGISTERED	75846232	11/10/1999	2400008	10/31/2000
Culligan International Company	CULLSAN	REGISTERED	71515087	12/31/1946	442235	03/15/1949
Culligan International Company	DESIGN - CULLIGAN LADY	REGISTERED	75254629	03/10/1997	2191925	09/29/1998
Culligan International Company	FILTR-CLEER	REGISTERED	74092627	08/30/1990	1659645	10/08/1991
Culligan International Company	GOOD WATER MACHINE	REGISTERED	75213018	12/13/1996	2194692	10/13/1998

Grantor	Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
Culligan International Company	HI-FLO	REGISTERED	74404673	06/23/1993	1831250	04/19/1994
Culligan International Company	IRON-CLEER	REGISTERED	75909840	02/04/2000	2548178	03/12/2002
Culligan International Company	L.P.R.O.	REGISTERED	74259882	03/27/1992	1734637	11/24/1992
Culligan International Company	QUALITY WATER AT WORK	REGISTERED	73752830	09/19/1988	1534693	04/11/1989
Culligan International Company	SMARTAP	REGISTERED	73784824	03/06/1989	1593908	05/01/1990
Culligan International Company	SOFT-MINDER	REGISTERED	73793739	04/14/1989	1571700	12/19/1989
Culligan International Company	THE WATER EXPERTS	REGISTERED	73780979	02/15/1989	1596838	05/15/1990
Culligan International Company	TRUST THE WATER EXPERTS	REGISTERED	74520437	05/06/1994	1890197	04/18/1995
Culligan International Company	SURELOCK	REGISTERED	86433475	10/24/2014	5004087	07/19/2016

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

Grantor	Title	Patent No.	Expiration Date	Appl. Ser. No.
Culligan International Company	SCOTCH YOKE MECHANISM FOR SECURE TRACK SLIDING	6,330,835	01-06-2020	09/478,786
Culligan International Company	METHOD FOR COUNTERCURRENT REGENERATION OF AN ION EXCHANGE RESIN BED	6,358,421	04-18-2020	09/551,588
Culligan International Company	CENTER OPENING TREATMENT TANK	6,491,181	03-06-2020	09/819,027
Culligan International Company	IN-TANK WATER CONDITIONER VALVE	6,644,349	08-31-2021	09/945,066
Culligan International Company	AUTOMATIC SALT LEVEL MONITOR FOR A WATER DEVICE	6,696,966	04-16-2021	09/835,981
Culligan International Company	VALVE FOR A FLUID TREATMENT SYSTEM	6,551,504	07-12-2021	09/904,027
Culligan International Company	BYPASS VALVE	6,457,698	05-11-2021	09/853,308
Culligan International Company	EFFICIENCY MODE FOR WATER SOFTENER	6,790,362	01-11-2022	10/044,609
Culligan International Company	METHOD FOR DETERMINING THE DURATION OF A BRINE/SLOW RINSE CYCLE FOR A WATER CONDITIONER	7,556,738	05-26-2025	11/138,179
Culligan International Company	FLOW-THROUGH TANK FOR WATER TREATMENT	7,338,595	10-22-2024	10/971,294
Culligan International Company	SALOMETER AND FLOW RATE SENSOR ASSEMBLY	8,226,823	08-26-2028	12/198,258
Culligan International Company	ELECTRONIC BYPASS SYSTEM FOR A FLUID TREATMENT SYSTEM	8,356,628	09-30-2028	12/242,490
Culligan International Company	COMMUNICATION SYSTEM FOR A WATER SOFTENER SYSTEM	8,180,489	09-26-2028	12/238,786
Culligan International Company	SENSOR ASSEMBLY FOR CONTROLLING WATER SOFTENER TANKS	8,758,628	10-06-2028	12/246,343
Culligan International Company	CONTROL VALVE FOR A FLUID TREATMENT SYSTEM	8,302,631	09-30-2028	12/242,287

Grantor	Title	Patent No.	Expiration Date	Appl. Ser. No.
Culligan International Company	GREY WATER TREATMENT SYSTEM	8,133,385	02-06-2019	12/367,330
Culligan International Company	SYSTEM AND METHOD FOR CONTROLLING MULTIPLE SIZED WATER SOFTENING TANKS	8,231,791	01-14-2030	12/687,279
Culligan International Company	SWIVELLING FILTER HEAD ASSEMBLY	6,740,235	03-04-2022	10/090,247
Culligan International Company	APPARATUS FOR ULTRAVIOLET DISINFECTION OF WATER	6,099,799	03-13-2018	09/042,140
Culligan International Company	WATER FILTER WITH PRESSURE ACTUATED FLOW MONITOR	5,888,381	05-16-2017	08/857,418
Culligan International Company	FLOW CONTROL MODULE FOR RO WATER TREATMENT SYSTEM	6,436,282	08-08-2020	09/633,995
Culligan International Company	FILTER CARTRIDGE RETAINING ASSEMBLY	5,891,334	06-19-2017	08/878,664

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Culligan International Company	13/832,910	REVERSE OSMOSIS SYSTEM WITH AN AUTOMATED MODULATED BYPASS
Culligan International Company	14/602,854	REMOTE CONTROL FAUCET FILTER SYSTEM
Culligan International Company	62/245,751	CONTROL VALVE FOR FLUID TREATMENT APPARATUS

SCHEDULE III

COPYRIGHTS

Title	Registration No.
Culligan automatic water conditioners with Aqua-Sensor	TX 3-191-345

COPYRIGHT APPLICATIONS

None.