

11-15-2000

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Ecolab Code: 1411 and 1412

RECORDAT
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>FACILITEC CORPORATION 180 Corporate Drive Elgin, Illinois 60123</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>ECOLAB INC. Ecolab Center St. Paul, Minnesota 55102</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: Acquisition

Execution Date: August 31, 2000

4. Application number(s) or patent number(s): 5,318,607; 5,196,040; 09/245,548, 07/519,738 and 09/245,648

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)	B. Patent No.(s)
Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Andrew D. Sorensen Address: Ecolab Inc. 840 Sibley Memorial Highway Mendota Heights, MN 55118 USA</p>	<p>6. Total number of applications and patents involved:</p> <p>7. Total fee (37 CFR 3.41): \$</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Please charge any additional fees or credit any overpayments to our Deposit account number: 501257</p>
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9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andrew D. Sorensen		11/20/2000
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 4

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Mail documents to be recorded with required cover sheet information to:

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PATENT
REEL: 011231 FRAME: 0103

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT AGREEMENT (as hereafter supplemented, modified or amended from time to time, this "Assignment"), effective as of August 31, 2000 by and between Ecolab Inc., a Delaware corporation (hereinafter referred to as ("ASSIGNEE"), and Facilitec Corporation, an Illinois corporation ("ASSIGNOR"). Capitalized terms used herein shall have the respective meanings assigned to them in the Asset Purchase Agreement (as hereinafter defined).

WITNESSETH

WHEREAS, ASSIGNOR and ASSIGNEE, among others, are parties to that certain Asset Purchase Agreement, dated as of August 23, 2000 (as hereafter modified, supplemented or amended from time to time, the "Asset Purchase Agreement"), providing for the sale to, and purchase by, Assignee of assets, and assumption of certain specified liabilities, of the Assignor;

WHEREAS, ASSIGNOR is the exclusive owner of all right, title and interest in and to and owns the patents and patent applications, as well as all reissues, divisional continuations and continuation-in-part applications and any other patents issuing thereon, and all license agreements and all other arrangements which relate to inventions and discoveries and any patent applications and patents thereon, as well as any improvements therein which are owned, licensed, used or held for use by Seller, more fully described in Schedule A, attached hereto and incorporated herein by reference, ("the Patent Rights");

WHEREAS, ASSIGNOR has good and marketable title to the Patent Rights, free and clear of any Encumbrances; and

WHEREAS, the parties hereto have agreed, among other things, in the Asset Purchase Agreement, that ASSIGNOR shall assign the Patent Rights to ASSIGNEE, and ASSIGNEE shall accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ASSIGNOR and ASSIGNEE hereto agree as follows:

1. ASSIGNOR does hereby sell, transfer, convey, assign, and deliver unto ASSIGNEE all of ASSIGNOR's worldwide right, title and interest in (legal, equitable and otherwise) and to the Patent Rights. The foregoing assignments include: (i) the right to file and register the same in ASSIGNEE's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark office and in any other public offices of any governmental authorities throughout the world; and (iii) all goodwill of the ASSIGNOR associated with the Patent Rights.

2. ASSIGNOR does hereby authorize and request the appropriate officials within the United States and any other governmental authorities throughout the world to issue any and all Patents, for the aforesaid Patent Rights to the said ASSIGNEE as the ASSIGNEE of the entire right, title and interest in and to the same, for the use of said ASSIGNEE, its successor and assigns, to be enjoyed by ASSIGNEE as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR, if this Assignment had not been made.

3. ASSIGNEE hereby accepts such assignment of said Patent Rights and all ASSIGNOR'S right, title and interest therein.

4. ASSIGNOR agrees to execute, acknowledge and deliver to ASSIGNEE, such further instruments and documents which relate to the Patent Rights as set forth in this Assignment and as ASSIGNEE may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of ASSIGNEE'S exclusive rights to the Patent Rights and all claims or rights thereunder.

5. ASSIGNOR further assigns to Assignee all right to sue for and receive all damages accruing from past infringements of the Patent Rights herein assigned.

6. ASSIGNOR further agrees to immediately terminate and refrain from any further use of the Patent Rights for any purpose.

7. ASSIGNOR'S assignment of the Patent Rights to ASSIGNEE under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Patent Rights, whether currently existing or arising or recognized in the future. ASSIGNOR does not reserve or retain any right, title or interest in the Patent Rights. ASSIGNOR acknowledges and agrees that the Patent Rights constitutes the sole and exclusive property of ASSIGNEE.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement as of the date first written above.

Ecolab Inc.

By: James L. McCarty
James L. McCarty
Its: Senior Executive Vice President -
Institutional Group

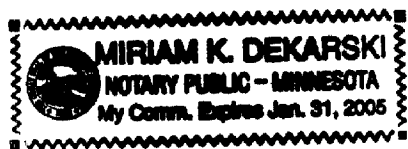
Facilitec Corporation

By: Charles Rupp
Its: President

Subscribed and sworn to before me this
31st day of August 2000.

Miriam K. Dekarski
Signature of Notary Public

My Commission Expires:



Subscribed and sworn to before me this
31st day of August 2000.

Ruth A. Cordes
Signature of Notary Public

My Commission Expires:



**SCHEDULE A
TO
ASSIGNMENT OF PATENTS**

Title	Patent / Application No.	Issue / File Date	Country
Grease Trap and Filter Apparatus	5,318,607	6/7/94	U.S.
Effluent Containment Assembly	PCT/US99/02598	7/26/00	Int'l
Grease Trap and Filter Apparatus	5,196,040	3/23/93	U.S.
Effluent Containment Assembly	(S/N 09/245,548)	2/5/99	U.S.
Effluent Containment Assembly	Provisional U.S. Application	2/6/98	U.S.
Grease Trap and Filter Apparatus	07/519,738 Assignment	10/1/90	U.S.
Effluent Containment Assembly	09,245,548 Assignment	4/2/99	U.S.