

05-09-2003



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To the Commissioner of Patents and Trademarks: Please record the attached original documents on _____

1. Name of conveying party(ies): **FINANCE SECTION**

ECOLAB GMBH & CO. OHG
Reisholzer Werfstrasse 38-42
40589 Dusseldorf
GERMANY

5-8-03

2. Name and address of receiving party(ies):

Ecolab Inc.
Ecolab Center
370 Wabasha Street North
St. Paul, Minnesota 55102-1390

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☒ Change of Name
☐ Other:

Execution Date:

4. Application number(s) or patent number(s): 6540960

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? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Andrew D. Sorensen
Address: Ecolab Inc.
840 Sibley Memorial Highway
Mendota Heights, MN 55118

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 501257

DO NOT USE THIS SPACE

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

Name of Person Signing

Signature

MAY 5, 2003

Date

Total number of pages including cover sheet, attachments, and document: 10

Do not detach this portion

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

Mail Stop Assignment Recordation Services
Commissioner of Patents and Trademarks
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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INTELLECTUAL PROPERTY ASSIGNMENT AND ACQUISITION AGREEMENT

THIS TECHNOLOGY TRANSFER AND ACQUISITION AGREEMENT, effective as of 24:00 hours, local time, Dusseldorf, Germany, on November 30, 2002 (this "Agreement"), is by and between Ecolab GMBH & Co. OHG located at Reisholzer Werftstrasse 38-42, D-40589 Dusseldorf, Germany ("OHG"), and Ecolab Inc., a Delaware corporation located at Ecolab Center St. Paul, Minnesota 55102 ("Ecolab").

Recitals

WHEREAS, OHG is the owner of the Intellectual Property, as defined herein; and

WHEREAS, OHG desires to assign and transfer to Ecolab, and Ecolab desires to acquire, all of OHG's right, title and interest in and to the Intellectual Property in exchange for the consideration provided herein.

Agreement

[illegible]

[REDACTED]

[REDACTED]

2. **Assignment and Transfer.** For the consideration specified in Section 3, below, OHG hereby transfers, sells and assigns to Ecolab all of its worldwide right, title and interest, past, present and future, in and to the Intellectual Property, and hereby waives any and all artistic and moral rights associated with the Intellectual Property. Ecolab may, at any time, at its sole discretion, and from time to time after the effective date of this Agreement, and subject to applicable law, change the transferee or registrant, as applicable, of particular items of the Intellectual Property to one of its affiliates or to any third party.

From and after the date hereof, OHG shall from time to time, at the request of Ecolab and without further cost or expense to Ecolab, (i) execute and deliver such other instruments of conveyance, assignment and transfer as Ecolab may reasonably request in order to more effectively consummate the transactions contemplated herein and to vest in Ecolab (or any designee) good and marketable title to the Intellectual Property; (ii) deliver, or cause its agents to deliver to Ecolab or its designee(s) originals (but OHG may retain copies) of all of the Documentation relating to the Intellectual Property.

All costs and expenses in connection with the transfer and registration of the Intellectual Property in the name of Ecolab or its designee(s) shall be borne by Ecolab or such designee(s) as Ecolab may determine.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized representatives as of the effective date set forth above.

ECOLAB GMBH & CO. OHG

By: [Signature]
Its: [Signature]
Finance SEVP

[Signature]
Legal Counsel Europe

ECOLAB INC.

By: [Signature]
Its: [Signature]
V.P. General Counsel

[REDACTED]

INTELLECTUAL PROPERTY AGREEMENT

INTELLECTUAL PROPERTY AGREEMENT (this "Agreement"), dated as of November 30, 2001 (the "Effective Date"), by and between Henkel Kommanditgesellschaft auf Aktien, organized under the laws of the Federal Republic of Germany (collectively, along with its Affiliates, "Henkel"), and Ecolab Inc., a corporation incorporated under the laws of the State of Delaware (collectively, along with its Affiliates, "Ecolab").

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Assignment.

Henkel hereby transfers, sells and assigns to Ecolab all of its worldwide right, title and interest in and to the Assigned Intellectual Property. Henkel hereby waives any and all artistic and moral rights associated with the Assigned Intellectual Property. Unless otherwise specified in the applicable exhibit, all items of the Assigned Intellectual Property shall be transferred, sold and assigned to Ecolab Inc., a Delaware corporation; provided, however, that (i) Henkel acknowledges that Ecolab may, at any time and from time to time after the Effective Date and subject to applicable law, change the transferee or registrant, as applicable, of particular items of the Assigned Intellectual Property to an Affiliate or other party and (ii) upon the reasonable request of Ecolab, Henkel shall execute such documents and take such further actions, including, without limitation amending such applicable exhibit(s) in accordance with Section 17 (c), as may be necessary or advisable to effectuate the foregoing provisions.

[REDACTED]

3. License To Ecolab.

- (a) Subject to the provisions of this Agreement, including, without limitation, Section 3 (b) below, Henkel hereby grants Ecolab an exclusive, irrevocable, perpetual, paid-up, royalty-free and worldwide license to Exploit and otherwise use the Ecolab Licensed Intellectual Property in the Cleaning and Sanitizing Field; provided, however, that Ecolab's right to Exploit and otherwise use an Ecolab Licensed Trademark identified as a "Limited Duration Trademark" on Exhibit 3 (a) hereto may be terminated by Henkel providing Ecolab with at least six (6) months prior written notice of termination as to such Limited Duration Trademark at any time after December 31, 2006. As to Ecolab, Henkel hereby waives any and all artistic and moral rights associated with the Ecolab Licensed Intellectual Property.
- (b) Henkel has current contractual arrangements with third-party licensees (the "Current Relationships") that prevent Henkel from licensing to Ecolab in Mauritius and South Korea certain items of Intellectual Property, including certain Technology which is therefore not currently licensed under Section 3 (a). Henkel may continue the Current Relationships, including beyond the scheduled expiration of the existing contracts, by renewal, extension or otherwise, but Henkel shall not enter into any contractual or other commitments with any party not affiliated with its current licensees relating to the Intellectual Property in Mauritius and South Korea. Henkel shall notify Ecolab in writing of the expiration or termination of any of the Current Relationships and, concurrently with such expiration or termination, and without the requirement for any further action of either party or the payment of any consideration in addition to that paid under Section 4 hereof, the affected items of Intellectual Property including such Technology in respect of Mauritius or South Korea, as the case may be, shall immediately and automatically become Ecolab Licensed Intellectual Property subject to the license provisions of Section 3 (a) hereof.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement, on its own behalf and as the representative of each of its Affiliates, as of the date first above written.

HENKEL KGaA

By: 

Its: _____

ECOLAB INC.

By: 

Its: Senior Vice President - Law and General Counsel