



12-15-2004

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



102901426

Attorney Docket 83258

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(s) below.

1. Name of conveying party(ies)/Execution Date(s):

Ecolab Inc.

Execution Date(s) April 9, 2004

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory Licence  
☒ Other Patent Assignment Agreement

2. Name and address of receiving party(ies)

Name: National Fire Services, LLC

Internal Address: \_\_\_\_\_

Street Address: Clearview Court

City: Gurnee

State: IL

Country: USA

Zip: 60031

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,143,047

Additional numbers attached? ☐ Yes ☒ No

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

Name: Nicholas T. Peters

FITCH, EVEN, TABIN & FLANNERY

Street Address: Suite 1600

120 South LaSalle Street

City: Chicago

State: Illinois ZIP: 60603-3406

Phone Number: (312) 577-7000

Fax Number: (312) 577-7007

Email Address: ntpete@fitcheven.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41).....\$ 40.00

- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 06-1135

Authorized User Name Nicholas T. Peters

9. Signature: Nicholas T. Peters

Signature

December 6, 2004

Date

Name of Person Signing Nicholas T. Peters

Registration No. 53,456

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT  
REEL: 016059 FRAME: 0448

12/15/2004 00000114 06135 40.00 IN  
ECP0001 01 FC:8021

## PATENT ASSIGNMENT AGREEMENT

**THIS PATENT ASSIGNMENT AGREEMENT**, dated April 9, 2004, but effective as of March 31, 2004, is by and between Ecolab Inc., a Delaware corporation ("Assignor"), and National Fire Services, LLC, a Wisconsin Limited Liability Company ("Assignee").

### RECITALS

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 31, 2004 (the "APA"), providing for the purchase of substantially all of the assets used in the business of Facilitec Inc., a Delaware corporation and subsidiary of Assignor ("Facilitec").

**WHEREAS**, Assignor holds various patents and patent applications used in the business of Facilitec

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings specified in the APA.
2. Assignment of Patents. Effective as of the Effective Time, Assignor hereby assigns and delivers to Assignee all of Assignor's right, title and interest in and to all of the patents, and patent applications (including reissues, divisions, continuations-in-part, and extensions) listed on the attached Exhibit A, free and clear of any Encumbrances. Assignee hereby accepts the assignment of such patents:
3. Terms of the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.
4. Further Assurances. Each of the parties hereto shall, from time to time, at the request of the other party and at such other party's cost and expense, execute and deliver such other instruments of conveyance and transfer and do such further acts and things as may be reasonably required for the purpose of carrying out the provisions of this Patent Assignment Agreement.
5. Counterparts. This Patent Assignment Agreement may be executed simultaneously in one or more counterparts (including by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank. Signature page follows.]*

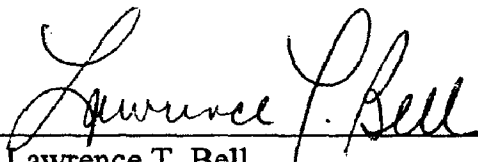
**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Patent Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

ASSIGNEE:

Ecolab Inc.

National Fire Services, LLC

By:   
Name: Lawrence T. Bell  
Title: Sr. VP, General Counsel and Secretary

By:   
Name: Daryl Mirza  
Title: Managing Member

**EXHIBIT A  
TO  
PATENT ASSIGNMENT AGREEMENT**

<b>TITLE</b>	<b>STATUS</b>	<b>PAT. /APP. NO.</b>	<b>ISSUE/FILED DATE</b>	<b>COUNTRY</b>
Effluent Containment Assembly	Issued	738,629	01/03/2002	Australia
Effluent Containment Assembly	Filed	2,319,422	02/05/1999	Canada
Effluent Containment Assembly	Filed	99934217.3	02/05/1999	European
Effluent Containment Assembly	Filed	2000-530289	02/05/1999	Japan
Effluent Containment Assembly	Filed	007633	02/05/1999	Mexico
Effluent Containment Assembly	Inactive	60/073931	02/06/1998	United States
Effluent Containment Assembly	Issued	6,143,047	11/07/2000	United States
Effluent Containment Assembly	Inactive	US99/02589	02/05/1999	International
Grease Trap and Filter	Issued	5,196,040	03/23/1993	United States
Grease Trap and Filter	Issued	5,318,607	06/07/1994	United States