

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&amp;G-163.2271US01

RECORDATION FORM COVER SHEET  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

## 1. Name of conveying party(ies):

Kim R. Smith  
Michael J. Bartelme  
Keith E. Olson

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

Ecolab Inc.  
Ecolab Center  
St. Paul, Minnesota 55102Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

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

Execution Date: August 31, 2006, September 6, 2006, September 8, 2006

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

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)

11/491,784

Additional numbers attached? ☐ Yes ☒ No

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

Name: Dennis R. Daley  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903

## 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: 13-2725

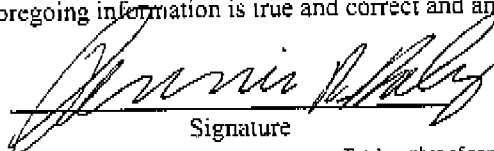
DO NOT USE THIS SPACE

## 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.

Dennis R. Daley

Name of Person Signing



Signature

September 13, 2006

Date

Total number of pages including cover sheet, attachments, and document: 5

Do not detach this portion

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

Mail Stop Assignment Recordation Services  
Director - U.S. Patent and Trademark Office  
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.

23552

PATENT TRADEMARK OFFICE

700292849

PATENT  
REEL: 018421 FRAME: 0683

CH \$40.00 132725 11491784

M&G 163.2271US01

### ASSIGNMENT

WHEREAS, we, Kim R. Smith, residing at 8774 Rainier Alcove, Woodbury, MN 55125, Michael J. Bartelme, residing at 17172 Mallard Court, Eden Prairie, MN 55346, and Keith E. Olson, residing at 13966 Edenwood Court, Apple Valley, MN 55124, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on July 24, 2006, application Serial No. 11/491,784 which is entitled WAREWASHING COMPOSITION FOR USE IN AUTOMATIC DISHWASHING MACHINES, AND METHOD FOR USING.

AND WHEREAS, Ecolab Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at Ecolab Center, St. Paul, Minnesota 55102 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be

necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

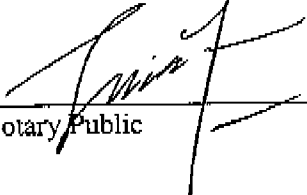
IN TESTIMONY WHEREOF, I have hereunto set my hand this 8th day of September, 2006.

  
Kim R. Smith

STATE OF Minnesota )  
COUNTY OF Dakota ) ss.

On this 8th day of September, 2006, before me personally appeared Kim R. Smith to me known and known to me to be the person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same for the uses and purposes therein set forth.

[SEAL]

  
Notary Public



IN TESTIMONY WHEREOF, I have hereunto set my hand this 31 day of

August, 2006.

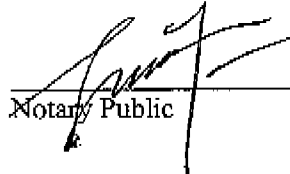
  
Michael J. Bartelme

STATE OF Minnesota )  
COUNTY OF Dakota ) ss.

On this 31<sup>st</sup> day of August, 2006, before me personally appeared Michael J. Bartelme to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

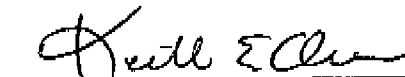
[SEAL]



  
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6 day of

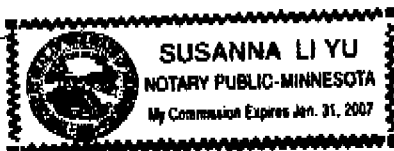
Sept, 2006.

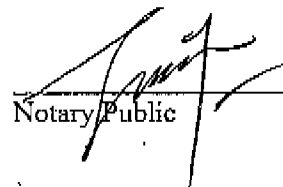
  
Keith E. Olson

STATE OF Minnesota )  
COUNTY OF Dakota ) ss.

On this 6<sup>th</sup> day of September 2006, before me personally appeared Keith E. Olson to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



  
Notary Public