

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patents
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CONVEYING PARTY DATA	
Name	Execution Date
Bank of America, N.A., as Administrative Agent	05/24/2007

RECEIVING PARTY DATA	
Name:	Hydrotech, Inc.
Street Address:	One Culligan Parkway
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062

PROPERTY NUMBERS Total: 24	
Property Type	Number
Patent Number:	4595497
Patent Number:	4657674
Patent Number:	4752389
Patent Number:	4775465
Patent Number:	4776952
Patent Number:	4830744
Patent Number:	4834873
Patent Number:	4853117
Patent Number:	4880534
Patent Number:	4880535
Patent Number:	4971689
Patent Number:	5037547
Patent Number:	5045197
Patent Number:	5057212
Patent Number:	5145575

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Patent Number:	5221473
Patent Number:	5435909
Patent Number:	5527450
Patent Number:	5580444
Patent Number:	6099799
Patent Number:	D315399
Patent Number:	D373815
Patent Number:	D412552
Patent Number:	D422679

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 926086
NAME OF SUBMITTER:	Matthew Mayer

Total Attachments: 5
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN PATENTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (the "Termination and Release"), dated as of May 24, 2007, is made to Hydrotech, Inc., a California corporation (the "Grantor"), from Bank of America, N.A. (the "Agent"), as administrative agent for the several banks and other financial institutions (the "Lenders") parties to the Credit Agreement, dated as of September 30, 2004 (as amended as of May 16, 2006, the "Credit Agreement"), among CULLIGAN HOLDING S.à.r.l, a Luxembourg société à responsabilité limitée, formerly CDRC Holding S.à.r.l, CULLIGAN INTERNATIONAL COMPANY, a Delaware corporation, as successor by merger to CDRC Acquisition Inc. (the "U.S. Borrower"), CULLIGAN HOLDING INC., a Delaware corporation, formerly CDRC Holding Inc. (the "U.S. Holdco"), the Grantor, the Foreign Subsidiary Borrowers from time to time parties thereto, the Lenders from time to time parties thereto, the Agent, as administrative agent, BNP Paribas, as syndication agent, and Citicorp North America, Inc., General Electric Capital Corporation and Barclays Bank PLC, as documentation agents.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, the Lenders severally agreed to make loans and other extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Culligan Holding Company B.V. (formerly CDRC Holding Corporation B.V.), U.S. Borrower, U.S. Holdco, the Grantor and certain of their subsidiaries executed and delivered a Guarantee and Collateral Agreement, dated as of September 30, 2004, in favor of the Agent (as the same may be amended, modified, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent a security interest (the "Security Interest") in certain Pledged Patents (as hereinafter defined); and

WHEREAS, a Notice and Confirmation of Grant of Security Interest in Patents related to the Security Interest was recorded in the Patent Division of the United States Patent and Trademark Office on October 12, 2004, at Reel 015878 and Frame 0104 and at Reel 015896 and Frame 0066; and

WHEREAS, the Agent now desires to terminate and release the entirety of the Security Interest in the Pledged Patents;

Termination and Release of
Security Interest in Patents

PATENT

REEL: 019353 FRAME: 0890

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Patents pursuant to the Guarantee and Collateral Agreement, the Agent hereby agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Pledged Patents. The term "Pledged Patents" as used herein, shall mean all of the Grantor's right, title and interest in and to all United States patents, patent applications and patentable inventions and all reissues and extensions thereof, including, without limitation, all patents and patent applications identified in Schedule A hereto, and including, without limitation, (i) all inventions and improvements described and claimed therein, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.


SECTION 3. Release of Security Interest: The Agent hereby terminates, releases and discharges the Security Interest in the Pledged Patents, and any right, title or interest of the Agent in such Pledged Patents shall hereby cease and become void.

SECTION 4. Further Assurances: The Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be executed by its duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A.

By: 
Name: Steven Carrillo
Title: Vice President

[Termination and Release of Security Interest in Patents owned by Hydrotech, Inc.]

Schedule A

Patents

Title	Status	App. No.	Filing Date	Patent No.	Issue Date
PURIFIED WATER REVERSE OSMOSIS RESERVOIR	Granted	06/545880	07/23/84	4595497	06/17/86
REVERSE OSMOSIS ASSEMBLY INCLUDING AN OPERATING VALVE	Granted	06/685546	12/24/84	4657674	04/14/87
WATER PURIFICATION SYSTEM WITH PURIFIED WATER COOLING APPARATUS	Granted	07/031753	03/30/87	4752389	06/21/88
REVERSE OSMOSIS ASSEMBLY OPERATING VALVE	Granted	07/013486	02/11/87	4775465	10/04/88
REGULATED CONTROL VALVE ASSEMBLY FOR A WATER PURIFICATION SYSTEM	Granted	07/126627	11/30/87	4776952	10/11/88
REVERSE OSMOSIS ASSEMBLY OPERATING VALVE	Granted	07/001042	01/07/87	4830744	05/16/89
COMBINED REVERSE OSMOSIS UNIT AND WATER INFLOW CONTROL VALVE FOR A WATER PURIFICATION SYSTEM	Granted	07/233163	08/17/88	4834873	05/30/89
PURIFIED WATER SUPPLY SYSTEM	Granted	07/108770	10/15/87	4853117	08/01/89
REVERSE OSMOSIS WATER PURIFICATION SYSTEM WITH IMPROVED PRESSURE RELIEF VALVE	Granted	07/249518	09/26/88	4880534	11/14/89
WATER SUPPLY STATION WITH MULTIPLE WATER STORAGE RESERVOIRS	Granted	07/312760	02/21/89	4880535	11/14/89
REVERSE OSMOSIS WATER PURIFICATION SYSTEM WITH IMPROVED PRESSURE RELIEF VALVE	Granted	07/376139	07/05/89	4971689	11/20/90
DUAL STAGE FILTER CARTRIDGE FOR A REVERSE OSMOSIS PURIFICATION SYSTEM	Granted	07/420929	10/13/89	5037547	08/06/91
REVERSE OSMOSIS PURIFICATION SYSTEM WITH UNITARY HEADER	Granted	07/562239	08/03/90	5045197	09/03/91

Title	Status	App. No.	Filing Date	Patent No.	Issue Date
MANIFOLD					
WATER CONDUCTIVITY MONITOR AND CIRCUIT WITH EXTENDED OPERATING LIFE	Granted	07/491310	03/09/90	5057212	10/15/91
WATER QUALITY MONITOR FOR A WATER PURIFICATION SYSTEM	Granted	07/770663	10/02/91	5145575	09/08/92
FILTER CARTRIDGE ASSEMBLY FOR A REVERSE OSMOSIS PURIFICATION SYSTEM	Granted	07/979406	11/19/92	5221473	06/22/93
WATER QUALITY MONITOR FOR A WATER PURIFICATION SYSTEM	Granted	08/212364	03/14/94	5435909	07/25/95
WATER CONDUCTIVITY MONITOR FOR A WATER PURIFICATION SYSTEM	Granted	08/309426	09/20/94	5527450	06/18/96
WATER QUALITY MONITOR FOR A WATER PURIFICATION SYSTEM	Granted	08/212362	03/14/94	5580444	12/03/96
APPARATUS FOR ULTRAVIOLET DISINFECTION OF WATER	Granted	09/042140	03/13/98	6099799	08/08/00
TANK SHUT-OFF VALVE	Granted	29/312582	02/21/89	D315399	03/12/91
FAUCET	Granted	29/42018	07/31/95	D373815	09/17/96
HOUSING FOR A WATER PURIFICATION UNIT	Granted	29/087192	04/28/98	D412552	08/03/99
HOUSING FOR A WATER CHILLER UNIT	Granted	29/103070	04/07/99	D422679	04/11/00