

**PATENT ASSIGNMENT**

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| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT  |
| <b>NATURE OF CONVEYANCE:</b>   | Termination and Release of Security Interest in Patents |
| <b>CONVEYING PARTY DATA</b>  |   |
| <b>Name</b>  | <b>Execution Date</b>                                   |
| Bank of America, N.A., as Administrative Agent                                       | 05/24/2007  |
| <b>RECEIVING PARTY DATA</b>  |   |
| <b>Name:</b>   | Culligan Store Solutions, Inc.                          |
| <b>Street Address:</b>   | One Culligan Parkway                                    |
| <b>City:</b>   | Northbrook  |
| <b>State/Country:</b>  | ILLINOIS  |
| <b>Postal Code:</b>  | 60062   |
| <b>PROPERTY NUMBERS Total: 1</b>   |   |
| <b>Property Type</b>   | <b>Number</b>   |
| <b>Patent Number:</b>  | 5316673   |
| <b>CORRESPONDENCE DATA</b>   |   |
| <b>Fax Number:</b>   | (202)756-9299   |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |
| <b>Phone:</b>  | 8002210770  |
| <b>Email:</b>  | matthew.mayer@thomson.com                               |
| <b>Correspondent Name:</b>   | Corporation Service Company                             |
| <b>Address Line 1:</b>   | 1133 Avenue of the Americas                             |
| <b>Address Line 2:</b>   | Suite 3100  |
| <b>Address Line 4:</b>   | New York, NEW YORK 10036                                |
| <b>ATTORNEY DOCKET NUMBER:</b>   | CSC # 926086  |
| <b>NAME OF SUBMITTER:</b>  | Matthew Mayer   |

Total Attachments: 4  
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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 Culligan Store Solutions, Inc., a Minnesota 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 0271; 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: 0901**

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: *Steven Gazzillo*  
Name: *Steven Gazzillo*  
Title: *Vice President*

{Termination and Release of Security Interest in Patents owned by Culligan Store Solutions, Inc.}

**Schedule A**

**Patents**

| <b>Title</b>   | <b>Status</b> | <b>App. No.</b> | <b>Filing Date</b> | <b>Patent No.</b> | <b>Issue Date</b> |
|--|---------------|-----------------|--------------------|-------------------|-------------------|
| SPOUT ASSEMBLY<br>FORSELF-SERVICE<br>PURIFIED WATER<br>DISPENSER | Granted       | 07/849210       | 03/11/92           | 5316673           | 5/31/94           |