

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Notice of Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Ultra Pure Systems, Inc.	05/24/2007
RECEIVING PARTY DATA	
Name:	Citicorp North America, Inc., as Collateral Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5840348
CORRESPONDENCE DATA	
Fax Number:	(202)756-9299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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 # 931313
NAME OF SUBMITTER:	Matthew Mayer

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Total Attachments: 6  
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## FIRST LIEN NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

THIS FIRST LIEN NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (this "Agreement"), dated as of May 24, 2007, is made by Ultra Pure Systems, Inc., a Minnesota corporation (the "Grantor") in favor of Citicorp North America, Inc. (the "Collateral Agent"), as administrative agent and collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement, dated as of May 24, 2007 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among Culligan International Company ( "U.S. Borrower"), Culligan Holding S.à.r.l., the Collateral Agent, as administrative agent and collateral agent, BNP Paribas, as Syndication Agent, Lasalle Bank National Association and Natixis, as Co-Documentation Agents and the Lenders from time to time party thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make 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., Culligan Holding Inc., U.S. Borrower, the Grantor and certain other Subsidiaries of U.S. Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of May 24, 2007, in favor of the Collateral Agent (as the same may be amended, 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 Collateral Agent a security interest in its Intellectual Property, including Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantor on the terms and subject to the conditions of the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, 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. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Patents granted by the Grantor in the ordinary course of its business, it granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Patents of the Grantor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Patents, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Patent Licenses with Persons other than an Affiliate or a Subsidiary of the Grantor for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Patent Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents are fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

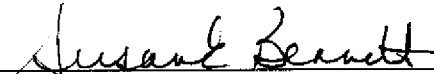
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ULTRA PURE SYSTEMS, INC.

By:   
Name: Susan E. Bennett  
Title: Senior Vice President,  
General Counsel & Secretary



CITICORP NORTH AMERICA, INC.

By: 

Name: Edward T. Crook  
Title: Managing Director

[First Lien Notice and Confirmation of Grant of Security Interest in Patents - Ultra Pure Systems, Inc.]

**PATENT**  
**REEL: 019365 FRAME: 0658**

**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>
AUTOMATED CARBON BLOCK MOLDING MACHINE AND METHOD	Granted	08/529290	09/15/95	5840348	11/24/98