

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination & Rel of Security Interest |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Bank of America, N.A., as Collateral Agent | 06/12/2009 |
| RECEIVING PARTY DATA | |
| Name: | Nalco Company |
| Street Address: | 1601 W. Diehl Road |
| City: | Naperville |
| State/Country: | ILLINOIS |
| Postal Code: | 60563 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 5033676 |
| Patent Number: | 5115978 |
| CORRESPONDENCE DATA | |
| Fax Number: | (202)408-3141 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
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| Correspondent Name: | Corporation Service Company |
| Address Line 1: | 1090 Vermont Avenue NW, Suite 430 |
| Address Line 2: | Attn: Jean Paterson |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005 |
| ATTORNEY DOCKET NUMBER: | 035688 010 |
| NAME OF SUBMITTER: | Jean Paterson |

Total Attachments: 6
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENT RIGHTS**

TERMINATION AND RELEASE dated as of June 12, 2009 from Bank of America, N.A. as collateral agent (the "Agent") for certain banks and other financial institutions (the "Secured Parties"), to Nalco Company, a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, the Company entered into that certain Credit Agreement dated as of May 13, 2009 (as amended, supplemented, or otherwise modified, the "Credit Agreement"), among Nalco Holdings LLC, the foreign subsidiary borrowers from time to time party thereto, the Lenders party hereto from time to time, and Agent;

WHEREAS, pursuant to that certain U.S. Guarantee and Collateral Agreement (the "Security Agreement") dated as of May 13, 2009, made by the Company in favor of the Agent, a security interest (the "Security Interest") was granted by the Company to the Agent in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Patent Security Agreement dated as of May 13, 2009, among the Company and the Agent (the "Patent Security Assignment"), the Company, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent for the benefit of the Secured Parties specifically in certain Patent Collateral;

WHEREAS, the Patent Security Assignment was recorded in the Patent Division of the United States Patent & Trademark Office on May 18, 2009, at Reel 22703/Frame 00001.

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral; and

NOW, THEREFORE, pursuant to the Credit Agreement and the Security Agreement, the Company has the right to dispose of certain Patent Collateral, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Patent Collateral: The term "Patent Collateral," as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the letters patents of the United States, and all reissues and extensions thereof and all goodwill associated therewith, set forth on Schedule 1 attached hereto.
2. Release of Security Interest: The Agent, hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

Bank of America, N.A.,
as Agent

By: Don B. Pinson
Name: Don B. Pinson
Title: Vice President

Nalco Company Patent Release - Bank of America, N.A. Signature Page

STATE OF New York)
COUNTY OF Nassau)

ss.:

On this 3rd day of June, 2009, before me personally appeared Mr B. Pinza to me known who, being by me duly sworn, did depose and say that he/she is Vice President of Bank of America, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Bank of America, N.A.

CHRISTINE D. MURPHY
NOTARY PUBLIC, State of New York
No. 01MU4867676
Qualified in Nassau County
Commission Expires August 18, 2010

Christine D. Murphy
Notary Public

(Affix Seal Below)

Nalco Company Patent Release – Bank of America, N.A. Notary

Schedule I

| Title | Patent No. | Issue Date |
|----------------------------|------------|------------|
| SELF-CLEANING SPRAY NOZZLE | 5033676 | 07/23/1991 |
| SELF-CLEANING SPRAY NOZZLE | 5115978 | 05/26/1992 |

Nalco Company Patent Release – Bank of America, N.A. Notary

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