

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination & Rel of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Citicorp North America, Inc., 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>	
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
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
NAME OF SUBMITTER:	Jean Paterson
Total Attachments: 6 source=6-12-09 Citicorp-Nalco-Pt#page1.tif source=6-12-09 Citicorp-Nalco-Pt#page2.tif source=6-12-09 Citicorp-Nalco-Pt#page3.tif source=6-12-09 Citicorp-Nalco-Pt#page4.tif	

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN PATENT RIGHTS**

TERMINATION AND RELEASE dated as of June 2, 2009 from Citicorp North America, Inc., 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 November 4, 2003 (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 thereto and Agent

WHEREAS, pursuant to that certain U.S. Guarantee and Collateral Agreement (the "Security Agreement") dated as of November 4, 2003, 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 Grant of Security Interest in Patent Rights dated as of November 4, 2003, 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 December 8, 2003, at Reel 014805/Frame 0132;

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:

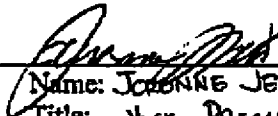
1. Patent Collateral: The term "Patent Collateral," as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the letters patents of the United States, and all reissues and extensions thereof and all goodwill associated therewith, set 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.

Citicorp North America, Inc.,  
as Agent

By:   
Name: JOANNE JETER  
Title: VICE PRESIDENT

Nalco Company Termination and Release -- Citicorp North America, Inc. Signature Page

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

ss.:

On this 4<sup>th</sup> day of June, 2009, before me personally appeared  
JEORNE JETER to me known who, being by me duly sworn, did depose and say that  
he/she is VICE PRESIDENT of Citicorp North America, Inc., described herein and  
which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to  
the authority granted by Citicorp North America, Inc.

  
\_\_\_\_\_  
Notary Public

(Affix Seal Below)

JEFFREY STERN  
Notary Public State of New York  
No. 01ST5083864  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires August 25, 2011

Nalco Company Termination and Release – Citicorp North America, Inc. Notary

Schedule I

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