

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Revolving Notice of Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Culligan International Company	03/25/2013
RECEIVING PARTY DATA	
Name:	CIT Finance LLC, as administrative agent
Street Address:	11 West 42nd Street
Internal Address:	13th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8133385
Patent Number:	8180489
Patent Number:	8226823
Patent Number:	8231791
Patent Number:	8302631
CORRESPONDENCE DATA	
Fax Number:	3126095005
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-609-7897
Email:	hmiller@vedderprice.com
Correspondent Name:	Holly Miller
Address Line 1:	222 North LaSalle Street - 24th Floor
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	27804000071

CH \$200.00 8133385

NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	04/09/2013
<b>Total Attachments: 5</b> source=27804.00.0071 - REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS#page1.tif source=27804.00.0071 - REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS#page2.tif source=27804.00.0071 - REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS#page3.tif source=27804.00.0071 - REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS#page4.tif source=27804.00.0071 - REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS#page5.tif	

## REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

**THIS REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS** (this "Agreement"), dated as of March 25, 2013, is made by Culligan International Company, a Delaware corporation (the "Borrower" or the "Grantor") in favor of CIT Finance LLC (the "Administrative Agent"), as administrative agent for the Lenders that are parties to the Credit Agreement, dated as of June 19, 2012 (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 "Revolving Credit Agreement"), among the Grantor, Culligan Investments S.à.r.l., the Administrative Agent, the Lenders from time to time party thereto and CIT Finance LLC, as Documentation Agent.

**WHEREAS**, pursuant to the Revolving Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

**WHEREAS**, in connection with the Revolving Credit Agreement, Culligan Holding Company B.V., Culligan Holding Inc., the Grantor and certain other Subsidiaries of the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of June 19, 2012, in favor of the Administrative Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Revolving Guarantee and Collateral Agreement");

**WHEREAS**, pursuant to the Revolving Guarantee and Collateral Agreement, the Grantor granted to the Administrative 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 continue to make extensions of credit to the Borrower on the terms and subject to the conditions of the Revolving Credit Agreement, the Grantor agrees, for the benefit of the Administrative 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 Revolving Credit Agreement and the Revolving Guarantee and Collateral Agreement.

**SECTION 2. Confirmation of Security Interest.** The Grantor hereby confirms that pursuant to the Revolving Guarantee and Collateral Agreement, it granted to the Administrative 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 Culligan Investments, a Restricted Subsidiary of Culligan Investments or an Affiliate thereof 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 (in each case, except to the extent that, pursuant to the Code or other applicable law, the granting of security interests therein can be made without resulting in a breach, default or termination of such Patent Licenses or, pursuant to the Code or other applicable law, such breach, default or termination of such Patent Licenses would be rendered ineffective).

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 Revolving Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Revolving Guarantee and Collateral Agreement. The Revolving 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 Administrative Agent and Lenders with respect to the security interest in the Patents are fully set forth in the Revolving Credit Agreement and the Revolving 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic transmission shall be effective as a delivery of a manually executed counterpart of this Agreement.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

***Signature Page to Revolving Notice of Grant of Security Interest in Patents***

**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.

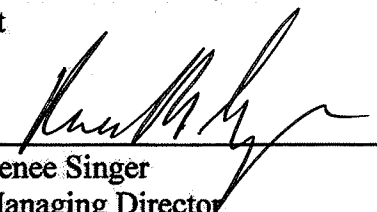
**CULLIGAN INTERNATIONAL  
COMPANY, a Delaware corporation**

By: *Susan E. Bennett*  
Susan E. Bennett  
Vice President, General Counsel &  
Secretary

***Signature Page to Revolving Notice of Grant of Security Interest in Patents***

**CIT FINANCE LLC, as Administrative  
Agent**

By: \_\_\_\_\_

  
**Renee Singer  
Managing Director**

**Schedule A**

**Patents**

<b>Title</b>	<b>Patent #</b>	<b>Issue Date</b>
Grey Water Treatment System	8133385	03/13/12
Communication System for a Water Softener System	8180489	05/15/12
Salometer and Flow Rate Sensor	8226823	07/24/12
System and method for controlling multiple sized water tanks	8231791	07/31/12
Control Valve For a Fluid Treatment System	8302631	11/06/12