

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3652021

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
CODY LINERS LTD.		11/04/2015
RECEIVING PARTY DATA		
Name:	ECOLAB USA INC.	
Street Address:	370 WABASHA STREET NORTH	
City:	SAINT PAUL	
State/Country:	MINNESOTA	
Postal Code:	55102	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	7935323	
Patent Number:	6779548	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	KATHERINE.DUTKA@BLAKES.COM	
Correspondent Name:	KATHERINE DUTKA	
Address Line 1:	BLAKE, CASSELS & GRAYDON LLP	
Address Line 2:	199 BAY STREET, SUITE 4000	
Address Line 4:	TORONTO, CANADA M5L 1A9	
ATTORNEY DOCKET NUMBER:	47035/00077	
NAME OF SUBMITTER:	KATHERINE DUTKA	
SIGNATURE:	/Katherine Dutka/	
DATE SIGNED:	12/10/2015	
Total Attachments: 4		
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CODY LINERS INTELLECTUAL PROPERTY CONVEYANCE

This Cody Liners Intellectual Property Conveyance dated November 4, 2015 is made between Cody Liners Ltd. (the "Vendor") and Ecolab USA Inc. (the "Purchaser") (each a "Party" and collectively, the "Parties").

RECITALS

A. 1926981 Alberta ULC, 1134556 Alberta Corporation, Ultrafab Industries, LLC, Sweet 100 Holding, Inc., Ultra Fab Industries Ltd., Seaview Investments Ltd., Leonard McKeary, Marcus Schulz, McKeary Technical Services Ltd., the Vendor, the Purchaser and Nalco Company are parties to an agreement dated the date hereof (the "**Asset Purchase Agreement**") pursuant to which, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor all rights and interests in and to the Intellectual Property Related to the Business owned or held by the Vendor (the "**Cody Liners IP**"), all on the terms and conditions more particularly set out therein.

B. This Cody Liners Intellectual Property Conveyance (the "**Conveyance**") is delivered pursuant to Section 4.2(a)(ii) of the Asset Purchase Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

1. **Definitions.** All capitalized terms used but not defined in this Conveyance have the meanings set out in the Asset Purchase Agreement.

2. **Conveyance.** The Vendor hereby absolutely and irrevocably grants, bargains, sells, assigns, transfers, conveys and sets over the Cody Liners IP, with effect as of the date hereof, together with all the Vendor's right, title, interest, property, claim and demand in and to the Cody Liners IP, to the Purchaser, its successors and assigns, to have and to hold the Cody Liners IP and all such right, title, interest, property, claim and demand unto and to the use of the Purchaser, its successors and assigns.

3. **Further Assurances.** The Vendor shall from time to time and at all times hereafter, upon every reasonable request of the Purchaser, promptly execute and deliver or cause to be executed and delivered all such further documents, deeds, assurances and instruments and shall do or cause to be done all such further acts and things as may be reasonably required by the Purchaser to give effect to this Conveyance, whether for more effectually and completely vesting in the Purchaser the Cody Liners IP or for the purpose of registration or otherwise. In any instance where the Vendor has not complied with the provisions of this Section 3, the Vendor on behalf of itself and its successors hereby irrevocably appoints the Executive Vice President – Corporate Development of the Purchaser as the true and lawful attorney of the Vendor to do, sign and execute all acts, deeds, assurances and other instruments which in the discretion of the said attorney may be necessary, desirable or expedient for the purpose of vesting in the Purchaser the Cody Liners IP. Such power of attorney, being coupled with an interest, shall not be revoked by the dissolution of the Vendor and may be exercised in the name and on behalf of the Purchaser.

4. **Delayed Transfer Assets.** Nothing in this Conveyance shall be construed as an assignment or transfer to the Purchaser of, or an attempt to assign or transfer to the Purchaser,

any Delayed Transfer Assets. The Vendor confirms and acknowledges that the provisions of Section 4.5 of the Asset Purchase Agreement apply and shall continue to apply to all Delayed Transfer Assets.

5. **Paramountcy.** This Conveyance is delivered pursuant to, and is subject to all of the terms and conditions contained in, the Asset Purchase Agreement. In the event of any inconsistency between the provisions of this Conveyance and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

6. **Governing Law.** This Conveyance shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in such Province and this Conveyance shall be treated, in all respects, as an Alberta contract.

7. **Severability.** Any provision of this Conveyance which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Conveyance, all without affecting the remaining provisions of this Conveyance or affecting the validity or enforceability of such provision in any other jurisdiction.

8. **Successors and Assigns.** This Conveyance shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

9. **Counterparts.** This Conveyance may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Conveyance, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile, e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Conveyance to the receiving Party.

[Signature Page Follows.]

In Witness Whereof, said **VENDOR** has, through its duly authorized agent executed this document on this 4th day of November 2015.

CODY LINERS LTD.

WITNESS

By: Ella Thompson
Printed Name: Leonard McKeen
Title: President
ELLA THOMPSON

Signature: [Signature]
Printed Name: Mark Schuller
Date: NOVEMBER 3, 2015

In Witness Whereof, said **PURCHASER** has, through its duly authorized agent executed this document on this _____ day of _____, 2015.

ECOLAB USA INC.

WITNESS

By: _____
Printed Name: Angela M. Busch
Title: Senior Vice President - Corporate Development

Signature: _____
Printed Name: _____
Date: _____

[Signature Page - Cody Liners IP Conveyance]

In Witness Whereof, said **VENDOR** has, through its duly authorized agent executed this document on this _____ day of _____, 2015.

CODY LINERS LTD.

WITNESS

By: _____
Printed Name: Leonard McKeary
Title: President

Signature: _____
Printed Name: _____
Date: _____

In Witness Whereof, said **PURCHASER** has, through its duly authorized agent executed this document on this 4th day of November 2015.

ECOLAB USA INC.

WITNESS

By: Angela M. Busch
Printed Name: Angela M. Busch
Title: Senior Vice President – Corporate Development

Signature: _____
Printed Name: _____
Date: _____

[Signature Page – Cody Liners IP Conveyance]