

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NALCO COMPANY LLC	02/27/2017
RECEIVING PARTY DATA	
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Street Address:	1 ECOLAB PLACE
City:	ST. PAUL
State/Country:	MINNESOTA
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8709209
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NAME OF SUBMITTER:	ERIC D. BABYCH
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DATE SIGNED:	07/28/2017
Total Attachments: 2	
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PATENT ASSIGNMENT

This Patent Assignment is made by and between Nalco Company LLC, the same entity formerly known as Nalco Company, with a principal place of business at 1601 W. Diehl Road, Naperville, Illinois 60563 (hereinafter the "Assignor") and Ecolab USA Inc., with a principal place of business at 1 Ecolab Place, St. Paul, Minnesota 55102 (hereinafter "Assignee") to become effective when executed by duly authorized representatives of each of the parties.

RECITALS

WHEREAS, in connection with a restructuring project, Assignor indirectly transferred to Assignee all of the intellectual property assets owned by Assignor.

WHEREAS, Assignor is party to a certain Contribution Agreement, dated as of December 31, 2014 (the "**Contribution Agreement**") that transfers and assigns substantially all of Assignor's intellectual property and intangible rights to Ecolab U.S. 5 Inc., a Delaware corporation.

WHEREAS, Assignee is party to a certain Contribution Agreement, dated as of January 2, 2015 (the "**Second Contribution Agreement**"), that transfers and assigns the intellectual property assets from Assignor to Ecolab U.S. 5 Inc. to Assignor.

WHEREAS, the Assignor is the recorded owner of the patents and corresponding patent applications, recorded at the United States Patent and Trademark Office Assignment Division.

WHEREAS, Assignor is executing this recordation assignment to reflect the transfer of intellectual property assets that occurred pursuant to the Contribution Agreement and the Second Contribution Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby acknowledges assignment to Assignee its entire right, title and interest in and to the patents and patent applications, and the right to sue and recover for past patent infringements.

The Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as is necessary or reasonable to assign, transfer, perfect, record, maintain, register or enforce the rights of Assignee in and to the patents and the patent applications.

All fees, costs and expenses connected with the transfer of the patents and said patent applications shall be borne and paid by the Assignee.

mjm

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Patent Assignment to be duly executed and delivered as of the Effective Date.

Signed for on behalf of:

NALCO COMPANY LLC

By: Michael P. Murphy

Name: Michael P. Murphy

Title: Associate General Counsel

Date: 2-27-17

ECOLAB USA INC.

By: James D. Smith

Name: James D. Smith

Title: Chief Intellectual Property Counsel

Date: 2/25/17