

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Appointment of Bank of America as successor administrative agent and revolving collateral agent under Security Agreement recorded at Reel/Frame 3556/0103

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc.		07/29/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 102

Property Type	Number	Word Mark
Registration Number:	0430904	CULLEX
Registration Number:	0442445	CULLSORB
Registration Number:	0442446	CULLAR
Registration Number:	0442235	CULLSAN
Registration Number:	0543161	CULLIGAN SOFT WATER SERVICE
Registration Number:	0518302	CULLIGAN
Registration Number:	0621621	CUL-FLO-VALV
Registration Number:	0676013	CULLCITE
Registration Number:	0683671	CULLIGAN
Registration Number:	0774974	
Registration Number:	0763930	BRUNER MATIC
Registration Number:	0790857	CULLIGAN

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Registration Number:	0771457	CULLIGAN
Registration Number:	0790858	C
Registration Number:	0771458	
Registration Number:	0782188	
Registration Number:	0782574	CULLIGAN
Registration Number:	0823649	AQUA-SENSOR
Registration Number:	0849049	ULTRA-CLEER
Registration Number:	0852478	"HEY CULLIGAN MAN!"
Registration Number:	0859286	ALTWINATOR
Registration Number:	1008612	CULLIGAN
Registration Number:	1065232	MERMAID
Registration Number:	1153057	BRUNER
Registration Number:	1235832	
Registration Number:	1365112	CULLIGAN
Registration Number:	1405725	SUPER I
Registration Number:	1464977	THE WATER CENTER
Registration Number:	1544303	WATER SERVICES
Registration Number:	1521679	HYDROPURE
Registration Number:	1499379	SURE-TEST
Registration Number:	1532894	IRONWORKER+
Registration Number:	1532895	IRONBUSTER
Registration Number:	1552747	
Registration Number:	1589849	FILTR-GARD
Registration Number:	1534693	QUALITY WATER AT WORK
Registration Number:	1596235	AQUA-CLEER
Registration Number:	1541441	FILTR-SENTRY
Registration Number:	1554578	AQUANIQUE
Registration Number:	1596838	THE WATER EXPERTS
Registration Number:	1563240	CRYSTAL COOL
Registration Number:	1569025	CARE CUBES
Registration Number:	1593908	SMARTAP
Registration Number:	1583550	HYDROTECH
Registration Number:	1588702	CULLIGAN
Registration Number:	1571700	SOFT-MINDER
Registration Number:	1586639	AQUASAFE

	1604504	ESTATE
Registration Number:	1685877	SOFNER-GARD
Registration Number:	1659645	FILTR-CLEER
Registration Number:	1711289	CAAP
Registration Number:	1823671	LOGIC
Registration Number:	1856680	AQUA FLO
Registration Number:	1734637	L.P.R.O.
Registration Number:	1741351	CARE CAP
Registration Number:	1764365	AQUASAFE
Registration Number:	1831250	HI-FLO
Registration Number:	1860838	RUTH BERRY WORLD'S FINEST WATER PUMP
Registration Number:	1917791	NOVATEK
Registration Number:	1920775	ACCUSOFT
Registration Number:	1890197	TRUST THE WATER EXPERTS
Registration Number:	2317449	PURA
Registration Number:	2124925	THE WATERMARKET
Registration Number:	2194692	GOOD WATER MACHINE
Registration Number:	2119906	MERMAID
Registration Number:	2191925	
Registration Number:	2347967	BIG BOY
Registration Number:	2510851	CULLIGAN IS WATER
Registration Number:	2485857	CULLIGAN WATER TOWER
Registration Number:	2400008	CULLIGAN MAN
Registration Number:	2779844	CULLIGAN SERVICE NETWORK
Registration Number:	2548178	IRON-CLEER
Registration Number:	2666905	DURO
Registration Number:	2689712	SUPER S
Registration Number:	2840580	THE CULLIGAN EDGE
Registration Number:	2527000	CULLIGAN
Registration Number:	2533772	MYCULLIGAN
Registration Number:	2577495	TRIPL-HULL
Registration Number:	2684357	CULLIGAN PLATINUM SERIES
Registration Number:	2672850	CULLIGAN MEDALLIST SERIES
Registration Number:	2700999	CULLIGAN SILVER SERIES
Registration Number:	3617719	SMART-SENSOR

	77012384	TOTAL HOME
Serial Number:	77012399	PURE-BY-DESIGN
Registration Number:	3282142	CLEARLY BETTER
Registration Number:	2639575	BOTTOMLESS COOLER
Registration Number:	2968267	CULLIGAN CLEANWATER HOME
Registration Number:	2928674	AQUAFIER
Registration Number:	2968501	CLEAR PROMISE
Registration Number:	2968507	CULLIGAN CLEAR PROMISE
Registration Number:	2879635	CULLIGAN
Registration Number:	3086161	
Registration Number:	2899849	QUADRA-HULL
Registration Number:	3093883	CULLIGANAIR
Registration Number:	3034239	CULLIGAN
Serial Number:	78422094	A BETTER SHOWER WITH BETTER WATER
Registration Number:	3665158	RAINDISC
Registration Number:	3386730	COOLCLEAR
Registration Number:	3660969	BETTER WATER. PURE AND SIMPLE.
Registration Number:	3407252	CULLIGAN SMART-SENSOR
Registration Number:	3562676	CULLIGAN TOTAL HOME
Serial Number:	78939055	CULLIGAN PURE-BY-DESIGN

CORRESPONDENCE DATA

Fax Number: (212)728-8111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Kim A. Walker, Esq. - Willkie Farr & Gal
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019-6099

ATTORNEY DOCKET NUMBER:	119462.00026_R1
NAME OF SUBMITTER:	Kim A. Walker
Signature:	/Kim A. Walker/
Date:	08/04/2011

Total Attachments: 13
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**RESIGNATION, APPOINTMENT,
AMENDMENT AND WAIVER
TO
CREDIT AGREEMENT**

This RESIGNATION, APPOINTMENT, AMENDMENT AND WAIVER, dated as of July 29, 2011 (this "Agreement"), is entered into among CULLIGAN INTERNATIONAL COMPANY, a Delaware corporation (the "U.S. Borrower"), CULLIGAN HOLDING S.à.r.l., a Luxembourg société à responsabilité limitée ("Parent"), certain subsidiaries of the Parent party hereto (the "Foreign Subsidiary Borrowers", together with the U.S. Borrower, being collectively referred to as the "Borrowers" and each being individually referred to as a "Borrower"), CITICORP NORTH AMERICA, INC. ("CNAI"), in its capacity as existing Administrative Agent, Revolving Collateral Agent and Swing Line Lender under the Credit Agreement (as defined below) and the other Loan Documents (in such capacities, the "Resigning Administrative Agent"), Bank of America, N.A. ("BofA"), in its capacity as Successor Administrative Agent (as defined below), the other parties signatory hereto and, solely for purposes of Section 1.4, CITIGROUP GLOBAL MARKETS INC. ("CGMI"). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, the Parent, the Borrowers, the Resigning Administrative Agent and the other banks and financial institutions from time to time party thereto are party to a Revolving Credit Agreement, dated as of May 24, 2007 (as amended, supplemented, waived or otherwise modified, the "Credit Agreement");

WHEREAS, the Resigning Administrative Agent desires to resign as the Administrative Agent, Revolving Collateral Agent and Swing Line Lender under the Credit Agreement and the other Loan Documents and BofA has agreed to be appointed as the successor Administrative Agent, Revolving Collateral Agent and Swing Line Lender under the Credit Agreement and the other Loan Documents (in such capacities, the "Successor Administrative Agent");

WHEREAS, the parties hereto desire to make certain amendments and waivers to the Credit Agreement in connection with such resignation and appointment;

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1

Resignation and Appointment

Section 1.1 Resignation. The Resigning Administrative Agent hereby gives notice to the Borrowers and the Lenders of its resignation as (a) Administrative Agent and Revolving Collateral Agent under the Credit Agreement and the other Loan Documents as

provided in subsection 10.10 of the Credit Agreement and (b) Swing Line Lender under the Credit Agreement and the other Loan Documents as provided in subsections 10.10 and 10.12 of the Credit Agreement. The resignation of the Resigning Administrative Agent described in this Section 1.1 shall be effective as of the Effective Date (as defined below).

Section 1.2 Appointment. Effective as of the Effective Date, (a) the undersigned Lenders, constituting the Required Lenders, hereby appoint, (i) in accordance with subsection 10.10 of the Credit Agreement, BofA as the Administrative Agent and Revolving Collateral Agent under the Credit Agreement and the other Loan Documents and (ii) in accordance with subsections 10.10 and 10.12 of the Credit Agreement, BofA as the Swing Line Lender under the Credit Agreement and the other Loan Documents, (b) BofA hereby accepts its appointment as the Administrative Agent, Revolving Collateral Agent and Swing Line Lender under the Credit Agreement and the other Loan Documents, and (c) the Parent hereby approves of the appointment of BofA as the Administrative Agent, Revolving Collateral Agent and Swing Line Lender under the Credit Agreement and the other Loan Documents. Effective as of the Effective Date, the Successor Administrative Agent shall succeed to, and be vested with, all of the rights, powers and duties of the Resigning Administrative Agent and the term "Administrative Agent", "Revolving Collateral Agent" and "Swing Line Lender" in the Credit Agreement and the other Loan Documents shall mean the Successor Administrative Agent, and the Successor Administrative Agent shall be the "Revolving Credit Agent" under and as defined in the Intercreditor Agreement, and the Resigning Administrative Agent's rights, powers and duties as Administrative Agent, Revolving Collateral Agent and Swing Line Lender shall be terminated, without any other or further act or deed on the part of the Resigning Administrative Agent or any of the parties to the Credit Agreement or any holders of the Revolving Loans. The following address is to be used for purposes of communications to the Successor Administrative Agent pursuant to subsection 11.2 of the Credit Agreement:

For payments and requests for extensions of credit:

Bank of America, N.A.
Bank of America Plaza
901 Main St.
Mail Code: TX1-492-14-14
Dallas, TX 75202-3714
Attention: Tracy Mackie
Phone: 214.209.2154
FAX: 214.290.9425
Electronic Mail: tracy.f.mackie@bamf.com

Other Notices as Administrative Agent or Revolving Collateral Agent:

Bank of America N.A.
1455 Market St, 5th Floor
Mail Code: CA5-701-05-19
San Francisco, CA 94103
Attention: Anthea Del Bianco, VP
Phone: (415) 436-2776
Fax: (415) 503-5101

Electronic Mail: anthea.del_bianco@baml.com

Section 1.3 Waiver. Each of the Resigning Administrative Agent, the Parent, each Borrower and each Lender party hereto hereby waives the provisions of subsection 10.10 and 10.12, as applicable, of the Credit Agreement requiring that the Parent and the Lenders be provided with ten (10) days' prior written notice of the resignation of the Resigning Administrative Agent as Administrative Agent, Revolving Collateral Agent and Swing Line Lender, as well as any other provisions of the Credit Agreement that would be necessary to be waived to effectuate the provisions of this Agreement.

Section 1.4 Administrative Agent Fees. Citicorp North America Inc. and CGMI each hereby agrees and acknowledges, on behalf of it and its affiliates, that from and after the Effective Date neither it nor any of its affiliates shall be entitled to receive (nor shall the Parent, the U.S. Borrower or any other Loan Party be obligated to pay to Citicorp North America Inc., CGMI or any of their respective affiliates) any administrative agent fees, agent's administration fees or any similar fees provided by any Loan Document or other commitment or fee letter entered into in connection therewith, notwithstanding anything to the contrary in any such Loan Document or other commitment or fee letter.

Section 1.5 Interest. Notwithstanding anything to the contrary in Section 4.1(c) of the Credit Agreement or any other provision of Loan Documents (and anything to the contrary is hereby waived by the Lenders, the Resigning Administrative Agent and the Successor Administrative Agent in connection with the payments described in this Section 1.5), each of the Resigning Administrative Agent, the Successor Administrative Agent, the Parent, each Borrower and each Lender agree as follows: on the Effective Date the Borrower shall, as a condition to the effectiveness of this Agreement, pay interest on the Revolving Loans that is accrued and unpaid up to but not including the Effective Date to the Resigning Administrative Agent for the account of the Lenders, as set forth on Schedule 1. The Resigning Administrative Agent hereby agrees to distribute such payment on the Effective Date, or, to the extent provided in Section 4.8, the next succeeding Business Day, to the Lenders in accordance with Section 4.8 and the other provisions of the Loan Documents as if it were Administrative Agent with respect to such payment. On the next Interest Payment Date with respect to any Revolving Loan, the payment of accrued and unpaid interest on such Revolving Loan from and including the Effective Date shall be payable, without duplication of any amounts paid to the Resigning Administrative Agent in accordance with this Section 1.5 or any provision of any Loan Document, to the Successor Administrative Agent as Administrative Agent in accordance with the Credit Agreement.

ARTICLE 2

Amendments

As of the Effective Date, the Credit Agreement is hereby amended as set forth in this Article Two.

Section 2.1 Amendments to Subsection 1.1 of the Credit Agreement. (a) The definition of Designated Foreign Currency in subsection 1.1 of the Credit Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof:

“Designated Foreign Currencies”: (i) in the case of Swing Line Loans, Euros, (ii) in all cases other than Swing Line Loans, Euros and Pounds Sterling and (iii) in any case any other available and freely convertible foreign currency selected by Parent and approved by the Administrative Agent and the Syndication Agent.

(b) The definition of Swing Line Lender in subsection 1.1 of the Credit Agreement is hereby amended by deleting the words “Citicorp North America, Inc.” and inserting “Bank of America, N.A.” in lieu thereof.

(c) Subsection 1.1 of the Credit Agreement is hereby further amended by inserting in such subsection the following definitions in the appropriate alphabetical order:

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Defaulting Lender” means, subject to subsection 4.15(b), any Lender that, as determined by the Administrative Agent (except in the case of clause (b) hereof), (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans or participations in respect of Letters of Credit, within three Business Days of the date required to be funded by it hereunder, (b) has notified the Borrowers or the Administrative Agent that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or under other agreements in which it has committed to extend credit, (c) has failed, within three Business Days after any request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations, or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority.

Section 2.2 Amendments to Section 4 of the Credit Agreement. (a) Section 4 of the Credit Agreement is hereby amended by deleting subsection 4.5(b) in its entirety and inserting the following in lieu thereof:

(b) Each of Parent and the U.S. Borrower agree to pay, or cause to be paid, to the Administrative Agent an annual administrative agency fee in the amounts and on the

dates from time to time agreed to in writing by Parent, the U.S. Borrower and the Administrative Agent in connection with this Agreement.

(b) Section 4 of the Credit Agreement is hereby further amended by deleting subsection 4.8(c) in its entirety and inserting the following new subsection 4.15 at the end of Section 4:

4.15 Defaulting Lenders. (a) Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Waivers and Amendments. That Defaulting Lender's right to approve or disapprove of any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in this subsection 4.15, and, in determining the Required Lenders or Supermajority Lenders, that Defaulting Lender (and the Revolving Loans and/or Revolving Commitment of such Defaulting Lender) shall be excluded and disregarded.

(ii) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 4 or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender), shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to the Issuing Lender hereunder; *third*, if so determined by the Administrative Agent or requested by the Issuing Lender, to be held as Cash Collateral for future funding obligations of that Defaulting Lender of any participation in any Letter of Credit; *fourth*, as the Borrowers may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrowers, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; *sixth*, to the payment of any amounts owing to the Lenders or the Issuing Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the Issuing Lender against the Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Obligations in respect of which that Defaulting

Lender has not fully funded its appropriate share and (y) such Loans or L/C Obligations were made at a time when the conditions set forth in subsection 6.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this subsection 4.15 shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. That Defaulting Lender (x) shall not be entitled to receive any commitment fee pursuant to subsection 4.5 for any period during which that Lender is a Defaulting Lender (and the Borrowers shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender) and (y) shall be limited in its right to receive Letter of Credit Fees as provided in subsection 3.3(a).

(iv) Reallocation of Revolving Commitment Percentages to Reduce Fronting Exposure. During any period in which there is a Defaulting Lender for purposes of computing the amount of the obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit pursuant to subsection 3.4, the "Revolving Commitment Percentage" of each non-Defaulting Lender shall be computed without giving effect to the Commitment of that Defaulting Lender; provided, that (i) each such reallocation shall be given effect only if, at the date the applicable Lender becomes a Defaulting Lender, no Default or Event of Default exists; and (ii) the aggregate obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit shall not exceed the positive difference, if any, of (1) the Commitment of that non-Defaulting Lender minus (2) the aggregate Outstanding Amount of the Loans of that Lender.

(v) Lender Substitution. The U.S. Borrower shall have the right to seek one or more Persons reasonably satisfactory to the Administrative Agent and the U.S. Borrower to each become a substitute Lender and assume all or part of the Commitment of such Defaulting Lender. In such event, the U.S. Borrower, the Administrative Agent and any such substitute Lender shall execute and deliver, and such Defaulting Lender shall thereupon be deemed to have executed and delivered, an appropriately completed Assignment and Acceptance to effect such substitution.

(vi) Set Off. If at any time any Borrower shall be required to make any payment under any Loan Document to or for the account of a Defaulting Lender, then so long as no Default or Event of Default exists, and such Borrower is then permitted to borrow Loans hereunder, it may set off and otherwise apply its obligation to make such payment against the obligation of such Defaulting Lender to make such Defaulted Loan. In such event, the amount so set off and otherwise

applied shall be deemed to constitute a Loan by such Defaulting Lender made on the date of such setoff and included within any borrowing of Loans as the Administrative Agent may reasonably determine.

(b) Defaulting Lender Cure. If the Borrowers, the Administrative Agent and the Issuing Lender agree in writing in their respective sole discretion that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit to be held on a pro rata basis by the Lenders in accordance with their Revolving Commitment Percentages (without giving effect to subsection 4.15(a)(iv)), whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees or commissions accrued or payments made by or on behalf of the Borrowers while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) The arrangements permitted or required by this subsection 4.15 shall be permitted under this Agreement, notwithstanding any limitation on Liens or the pro rata sharing provisions or otherwise. The rights and remedies against a Defaulting Lender under this subsection 4.15 are in addition to other rights and remedies that Parent, the Borrowers, the Administrative Agent, the Issuing Lender and the non-Defaulting Lenders may have against such Defaulting Lender.

Section 2.3 Amendments to Section 10 of the Credit Agreement. Subsection 10.10 of the Credit Agreement is hereby amended by deleting it in its entirety and inserting the following in lieu thereof:

10.10 Successor Agent. The Administrative Agent and the Revolving Collateral Agent may resign as Administrative Agent or Revolving Collateral Agent, respectively, at any time by giving thirty (30) days' prior written notice of its resignation to the Lenders, the Issuing Lender and the Parent. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Parent to appoint a successor which shall be a bank with an office in the United States, or a Affiliate of any such bank with an office in the United States and shall, unless an Event of Default has occurred and is continuing at the time of such appointment, be reasonably acceptable to the Parent (whose consent shall not be unreasonably withheld or delayed). If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Agent gives written notice of its resignation, then the retiring Agent may on behalf of the Lenders and the Issuing Lender, appoint a successor Administrative Agent or Collateral Agent, as applicable, meeting the qualifications set forth above; provided that if the Administrative

Agent or Revolving Collateral Agent shall notify the Parent and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by such Person on behalf of the Lenders or the Issuing Lender under any of the Loan Documents, the retiring Administrative Agent or Revolving Collateral Agent, as applicable, shall continue to hold such collateral security until such time as a successor Administrative Agent or Collateral Agent, as applicable, is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent or Revolving Collateral Agent, as applicable, shall instead be made by or to each Lender and the Issuing Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent or Revolving Collateral Agent, as applicable, as provided for above in this subsection 10.10. Upon the acceptance of a successor's appointment as Administrative Agent or Revolving Collateral Agent, as applicable, hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this subsection 10.10). The fees payable by the Parent to a successor Administrative Agent or Revolving Collateral Agent, as applicable, shall be the same as those payable to its predecessor unless otherwise agreed between the Parent and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this subsection 10.10 and subsection 10.7 shall continue in effect for the benefit of such retiring Agent and its respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Administrative Agent or Revolving Collateral Agent hereunder.

Section 2.4. Amendment to Subsection 11.5 of the Credit Agreement. Subsection 11.5 of the Credit Agreement is hereby amended by deleting the text "Cahill Gordon & Reindel LLP" appearing therein and inserting the text "Willkie Farr & Gallagher, LLP" in lieu thereof.

ARTICLE 3

Miscellaneous

Section 3.1 Conditions to Effectiveness. This Agreement shall become effective as of the date (the "Effective Date") on which (a) the Resigning Administrative Agent and the Successor Administrative Agent shall have received this Agreement, executed and delivered by a duly authorized officer of the Resigning Administrative Agent, CGMI, the Successor Administrative Agent, the Parent, each Borrower and the Required Lenders, (b) the Resigning Administrative Agent shall have received (i) the costs and expenses and other amounts (including fees and expenses of counsel) due to it as the Resigning Agent pursuant to the Loan Documents up to and including the Effective Date and (ii) interest for the account of the Lenders in accordance with Section 1.5, in the case of both clauses (i) and (ii) all as set forth on Schedule 1 hereto and (c) the Successor Administrative Agent shall have received satisfactory

confirmations of the receipt and/or the transmission, as the case may be, of documentation appropriate to maintain the perfection of collateral security identified to it by the Parent and the Borrowers or the Resigning Administrative Agent. The Successor Administrative Agent shall give prompt notice in writing to the Parent of the occurrence of the Effective Date.

Section 3.2 Representations and Warranties of Parent and the Borrowers. The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action on the part of the Parent and each Borrower. The execution and delivery by the Parent and each Borrower of this Agreement, and performance by the Borrowers of the Credit Agreement as amended hereby, will not (a) violate any Requirement of Law or Contractual Obligation of such Borrower in any respect that would reasonably be expected to have a Material Adverse Effect, or (b) result in, or require, the creation or imposition of any Lien (other than any Lien permitted by subsection 8.2 of the Credit Agreement) on any of its properties or revenues pursuant to any such Requirement of Law or Contractual Obligation. This Agreement constitutes a legal, valid and binding obligation of Parent and each Borrower, enforceable against Parent each such Borrower in accordance with its terms, except as enforceability may be limited by applicable domestic or foreign bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). All outstanding Swing Line Loans of the Resigning Administrative Agent have been repaid in full.

Section 3.3 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 3.4 Continuing Effect; No Other Waivers or Amendments. This Agreement shall not constitute an amendment to or waiver of any provision of the Credit Agreement and the other Loan Documents except as expressly stated herein and shall not be construed as a consent to any action on the part of the Parent, or any other Subsidiary of the Parent that would require an amendment, waiver or consent of the Administrative Agent or the Lenders except as expressly stated herein. Except as expressly amended or waived hereby, the provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect in accordance with their terms. On and after the Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import, and each reference in the Notes to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby, and this Agreement and the Credit Agreement shall be read together and construed as a single instrument. This Agreement shall be considered a Loan Document. After the Effective Date, as set forth in subsection 10.10 of the Credit Agreement, the provisions of Section 10 of the Credit Agreement shall inure to the benefit of the Resigning Administrative Agent as to any actions taken or omitted to be taken while it was Administrative Agent, Revolving Collateral Agent or Swing Line Lender under the Credit Agreement and the other Loan Documents, and it is understood and agreed that the Successor Administrative Agent (a) shall have no responsibility or liability whatsoever for any actions taken or failures to take

action (including without limitation any matters relating to payments, computations and accruals) for the period prior to the Effective Date and (b) shall receive all of the benefits, indemnifications and exculpations provided for in the Credit Agreement (including without limitation Section 10 and subsection 11.5 thereof) that are stated therein to apply to the Administrative Agent and/or the Revolving Collateral Agent from and after the Effective Date.

3.5 Further Assurances. Parent and the U.S. Borrower shall pay or reimburse the Resigning Administrative Agent for the reasonable out-of-pocket costs and expenses (including fees and expenses of counsel) and other amounts, if any, due to it as Resigning Administrative Agent, as and to the extent provided in the Loan Documents, to the extent not paid or reimbursed on the Effective Date or otherwise, and, without duplication, for any reasonable out-of-pocket costs and expenses (including, without limitation, any reasonable out-of-pocket costs and expenses of Cahill Gordon & Reindel LLP and such other special or local counsel whose retention is approved by Parent) incurred by the Resigning Administrative Agent in connection with any actions taken by it pursuant to this Agreement.

Section 3.6 Counterparts. This Agreement may be executed in any number of separate counterparts by the parties hereto (including by telecopy or via electronic mail), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument.


Section 3.7 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Resignation, Appointment, Agreement and Waiver to be executed and delivered by their respective duly authorized officers as of the date first above written.

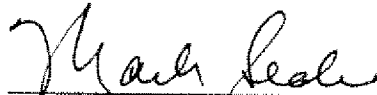
U.S. BORROWER:


CULLIGAN INTERNATIONAL COMPANY

By: 
Name: JEFFREY F. HAYDEN
Title: VPS Counsel


PARENT:

CULLIGAN HOLDING S.à.r.l.


By: 
Name: Mark A. Gault
Title: Manager

By: 
Name: Susan E. Bennett
Title: Manager

FOREIGN SUBSIDIARY BORROWER: CULLIGAN OF CANADA, LTD.

By: 
Name: Susan E. Bennett
Title: SUP & General Counsel

CITICORP NORTH AMERICA, INC.,
as Resigning Administrative Agent, Revolving
Collateral Agent and Swing Line Lender

By: 
Name: RALPH C. PALMA
Title: DIRECTOR

BANK OF AMERICA, N.A.
as Successor Administrative Agent and Revolving
Collateral Agent

By: _____
Name:
Title:

CITICORP NORTH AMERICA, INC.,
as Resigning Administrative Agent, Revolving
Collateral Agent and Swing Line Lender

By: _____
Name:
Title:

BANK OF AMERICA, N.A.
as Successor Administrative Agent and Revolving
Collateral Agent

By: Anthea Del Bianco
Name:
Title:

Anthea Del Bianco
Vice President

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