

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 collateral agent under Security Agreement recorded at Reel/Frame 3554/0021	
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: 2			
Property Type	Number	Word Mark	
Registration Number:	1300415	PURO	
Registration Number:	1403594	PURO	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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_T2		
NAME OF SUBMITTER:	Kim A. Walker		
Signature:	/Kim A. Walker/		

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REEL: 004597 FRAME: 0883

Date:

08/04/2011

Total Attachments: 9

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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"), CITICORP NORTH AMERICA, INC. ("CNAI"), in its capacity as existing Administrative Agent and Collateral Agent 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 U.S. Borrower, the Resigning Administrative Agent and the other banks and financial institutions from time to time party thereto are party to a term loan 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 and Collateral Agent under the Credit Agreement and the other Loan Documents and BofA has agreed to be appointed as the successor Administrative Agent and Collateral Agent 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 U.S. Borrower and the Lenders of its resignation as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents as provided in subsection 10.10 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, in accordance with subsection 10.10 of the Credit Agreement, BofA as the Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents, (b) BofA hereby accepts its appointment as the Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents, and (c) the Parent hereby approves of the appointment of BofA as the Administrative Agent and Collateral Agent 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" and "Collateral Agent" in the Credit Agreement and the other Loan Documents shall mean the Successor Administrative Agent, and the Successor Administrative Agent shall be the "First Lien Term Loan Agent" under and as defined in the Intercreditor Agreement, and the Resigning Administrative Agent's rights, powers and duties as Administrative Agent and Collateral Agent 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 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:

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@baml.com

Other Notices as Administrative Agent or 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, the U.S. Borrower and each Lender party hereto hereby waives the provisions of subsection 10.10 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 and Collateral Agent, 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, the U.S. Borrower and each Lender agree as follows: on the Effective Date the U.S. Borrower shall, as a condition to the effectiveness of this Agreement, pay interest on the 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 Loan, the payment of accrued and unpaid interest on such 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 Amendment to Subsection 4.5 of the Credit Agreement. Subsection 4.5 of the Credit Agreement is hereby amended by deleting it in its entirety and inserting the following in lieu thereof:

4.5 Administrative Agent's Fee. 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.

Section 2.2 Amendment 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 Collateral Agent may resign as Administrative Agent or Collateral Agent, respectively, at any time by giving thirty (30) days' prior written notice of its resignation to the Lenders 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 appoint a successor Administrative Agent or Collateral Agent, as applicable, meeting the qualifications set forth above; provided that if the Administrative Agent or 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 under any of the Loan Documents, the retiring Administrative Agent or 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 Collateral Agent, as applicable, shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent or 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 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 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 Collateral Agent hereunder.

Section 2.3. 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, the U.S. 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 U.S. Borrower 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 U.S. Borrower. 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 the U.S. Borrower. The execution and delivery by the Parent and the U.S. Borrower of this Agreement, and performance by the Parent and the U.S. Borrower of the Credit Agreement as amended hereby, will not (a) violate any Requirement of Law or Contractual Obligation of the Parent or the U.S. 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 the Parent and the U.S. Borrower, enforceable against the Parent and the U.S. 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).

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 subsection 10.10 and subsection 10.7 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 or Collateral Agent 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 under Section 10 and subsection 11.5 thereof) that are stated therein to apply to the Administrative Agent and/or 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.

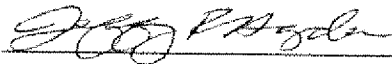
Section 3.7 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH 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: JERRAY F. HAYDEN
Title: VP'S CONTROLLER

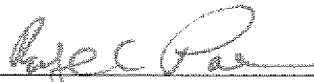
PARENT:

CULLIGAN HOLDING S.à.r.l.

By: 
Name: MARK A. SWAIS
Title: MANAGER

By: 
Name: SUSAN E. BENNETT
Title: MANAGER

CITICORP NORTH AMERICA, INC.,
as Resigning Administrative Agent and Collateral
Agent

By: 
Name: RONALD C. PALM
Title: DIRECTOR

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

By: _____
Name:
Title:

CITICORP NORTH AMERICA, INC.,
as Resigning Administrative Agent and Collateral
Agent

By: _____
Name:
Title:

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

By: *Anthea Del Bianco*
Name:

Anthea Del Bianco
Vice President

Title: