

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/19/2012	national banking association: UNITED STATES

RECEIVING PARTY DATA	
Name:	Culligan International Company
Street Address:	9399 W. Higgins Road
Internal Address:	Suite 1100
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 102

Property Type	Number	Word Mark
Registration Number:	1920775	ACCUSOFT
Registration Number:	0859286	ALTWINATOR
Registration Number:	1596235	AQUA-CLEER
Registration Number:	2928674	AQUAFIER
Registration Number:	1856680	AQUA FLO
Registration Number:	1554578	AQUANIQUE
Registration Number:	1586639	AQUASAFE
Registration Number:	1764365	AQUASAFE
Registration Number:	0823649	AQUA-SENSOR
Registration Number:	2347967	BIG BOY
Registration Number:	2639575	BOTTOMLESS COOLER
Registration Number:	1153057	BRUNER
Registration Number:	0763930	BRUNER MATIC

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Registration Number:	1711289	CAAP
Registration Number:	1741351	CARE CAP
Registration Number:	1569025	CARE CUBES
Registration Number:	2191925	
Registration Number:	2968501	CLEAR PROMISE
Registration Number:	1563240	CRYSTAL COOL
Registration Number:	0621621	CUL-FLO-VALV
Registration Number:	0442446	CULLAR
Registration Number:	0676013	CULLCITE
Registration Number:	0430904	CULLEX
Registration Number:	0771457	CULLIGAN
Registration Number:	0782574	CULLIGAN
Registration Number:	0683671	CULLIGAN
Registration Number:	3034239	CULLIGAN
Registration Number:	1008612	CULLIGAN
Registration Number:	2527000	CULLIGAN
Registration Number:	0790857	CULLIGAN
Registration Number:	0518302	CULLIGAN
Registration Number:	2968267	CULLIGAN CLEANWATER HOME
Registration Number:	2879635	CULLIGAN
Registration Number:	1588702	CULLIGAN
Registration Number:	2968507	CULLIGAN CLEAR PROMISE
Registration Number:	2510851	CULLIGAN IS WATER
Registration Number:	2400008	CULLIGAN MAN
Registration Number:	2672850	CULLIGAN MEDALLIST SERIES
Registration Number:	2684357	CULLIGAN PLATINUM SERIES
Registration Number:	1365112	CULLIGAN
Registration Number:	2779844	CULLIGAN SERVICE NETWORK
Registration Number:	2700999	CULLIGAN SILVER SERIES
Registration Number:	0543161	CULLIGAN SOFT WATER SERVICE
Registration Number:	2485857	CULLIGAN WATER TOWER
Registration Number:	3093883	CULLIGANAIR
Registration Number:	0442235	CULLSAN
Registration Number:	0442445	CULLSORB
Registration Number:	2666905	DURO

	1604504	ESTATE
Registration Number:	1659645	FILTR-CLEER
Registration Number:	1589849	FILTR-GARD
Registration Number:	1541441	FILTR-SENTRY
Registration Number:	2194692	GOOD WATER MACHINE
Registration Number:	0852478	"HEY CULLIGAN MAN!"
Registration Number:	1831250	HI-FLO
Registration Number:	1521679	HYDROPURE
Registration Number:	1583550	HYDROTECH
Registration Number:	1532895	IRONBUSTER
Registration Number:	2548178	IRON-CLEER
Registration Number:	1532894	IRONWORKER+
Registration Number:	1823671	LOGIC
Registration Number:	1734637	L.P.R.O.
Registration Number:	2119906	MERMAID
Registration Number:	1065232	MERMAID
Registration Number:	2533772	MYCULLIGAN
Registration Number:	1917791	NOVATEK
Registration Number:	1552747	
Registration Number:	2317449	PURA
Registration Number:	2899849	QUADRA-HULL
Registration Number:	1534693	QUALITY WATER AT WORK
Registration Number:	1860838	RUTH BERRY WORLD'S FINEST WATER PUMP
Registration Number:	1593908	SMARTAP
Registration Number:	1685877	SOFNER-GARD
Registration Number:	1571700	SOFT-MINDER
Registration Number:	1405725	SUPER I
Registration Number:	2689712	SUPER S
Registration Number:	1499379	SURE-TEST
Registration Number:	0790858	C
Registration Number:	0782188	
Registration Number:	0771458	
Registration Number:	0774974	
Registration Number:	2840580	THE CULLIGAN EDGE
Registration Number:	1464977	THE WATER CENTER

	1596838	THE WATER EXPERTS
Registration Number:	2124925	THE WATERMARKET
Registration Number:	2577495	TRIPL-HULL
Registration Number:	1890197	TRUST THE WATER EXPERTS
Registration Number:	0849049	ULTRA-CLEER
Registration Number:	3086161	
Registration Number:	1544303	WATER SERVICES
Registration Number:	1235832	
Serial Number:	77012384	TOTAL HOME
Serial Number:	77008649	SMART-SENSOR
Serial Number:	78858131	RAINDISC
Serial Number:	77012399	PURE-BY-DESIGN
Serial Number:	78939026	CULLIGAN TOTAL HOME
Serial Number:	78938956	CULLIGAN SMART-SENSOR
Serial Number:	78939055	CULLIGAN PURE-BY-DESIGN
Serial Number:	78862910	COOLCLEAR
Serial Number:	77042915	CLEARLY BETTER
Serial Number:	78923328	BETTER WATER. PURE AND SIMPLE.
Serial Number:	78422094	A BETTER SHOWER WITH BETTER WATER

CORRESPONDENCE DATA

Fax Number: 2129096836
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Sean Kass, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	22648-1901
NAME OF SUBMITTER:	Sean Kass
Signature:	/Sean Kass/
Date:	06/19/2012

Total Attachments: 8
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE (this "Termination and Release") dated as of June 19, 2012 by BANK OF AMERICA, N.A., in its capacity as successor administrative agent and revolving collateral agent (the "Successor Agent"), in favor of CULLIGAN INTERNATIONAL COMPANY, a Delaware corporation (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Guarantee and Collateral Agreement, dated as of May 24, 2007, made by and among Culligan Holding Company B.V., Culligan Holding Inc., the Obligor, certain Subsidiaries of the Obligor and Citicorp North America, Inc., as revolving credit collateral agent (the "Resigned Agent") (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Revolving Guarantee and Collateral Agreement"), the Obligor granted to the Resigned Agent, for the ratable benefit of the Secured Parties (as defined in the Revolving Guarantee and Collateral Agreement), a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Revolving Guarantee and Collateral Agreement was entered into in connection with that certain Revolving Credit Agreement, dated as May 24, 2007, made by and among the Obligor, the Resigned Agent, Culligan Holding S.à.r.l, BNP Paribas, as Syndication Agent, LaSalle Bank National Association and Natixis, as Co-Documentation Agents and the Lenders from time to time party thereto (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 "Credit Agreement");

WHEREAS, the Obligor executed that certain Revolving Notice of Grant of Security Interest in Trademarks, dated as of May 24, 2007, in favor of the Resigned Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") which was recorded in the United States Patent and Trademark Office on June 6, 2007 at Reel 3556/Frame 0103;

WHEREAS, pursuant to that certain Resignation, Appointment, Amendment and Waiver to Credit Agreement, dated as of July 29, 2011, made by and among the Obligor, the Resigned Agent, and the Successor Agent, among others (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Resignation Agreement"), the Resigned Agent resigned as the Administrative Agent, Revolving Collateral Agent and Swing Line Lender under the Credit Agreement, and the Successor Agent was appointed as the successor Administrative Agent, Revolving Collateral Agent and Swing Line Lender under the Credit Agreement;

WHEREAS, the Resignation Agreement was recorded in the United States Patent and Trademark Office on August 4, 2011 at Reel 4597/Frame 0557;

WHEREAS, the Obligor has requested that the Successor Agent: (a) terminate and release the Security Interest of the Successor Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to terminate and release the Successor Agent's Security Interest in the Trademark Collateral, and the parties hereto seek to make a record of the Successor Agent's termination and release to the Obligor of all of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Successor Agent hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule A hereto, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto in the United States and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

2. Release of Security Interest. The Successor Agent hereby terminates, discharges and releases to the Obligor the Security Interest in the Trademark Collateral, and any right, title or interest of the Successor Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Successor Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as the Obligor may reasonably request to effect the termination, release, discharge or reassignment to the Obligor of the Security Interest contemplated hereby.

4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A., as Revolving
Collateral Agent

By: Anthea Del Bianco
Name: Anthea Del Bianco
Title: Vice President

{Signature Page to Trademark Release}

TRADEMARK
REEL: 004803 FRAME: 0776

Schedule A

Trademarks

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
A BETTER SHOWER WITH BETTER WATER	Pending	78/422094	20-May-2004	n/a	n/a
ACCUSOFT	Registered	74/460975	24-Nov-1993	1920775	19-Sep-1995
ALTWINATOR	Registered	72/280387	15-Sep-1967	0859286	29-Oct-1968
AQUA-CLEER	Registered	73/757489	12-Oct-1988	1596235	15-May-1990
AQUAFIER AND DESIGN	Registered	78/233743	03-Apr-2003	2928674	7-Dec-2004
AQUA FLO	Registered	74/227881	06-Dec-1991	1856680	04-Oct-1994
AQUANIQUE	Registered	73/772717	03-Jan-1989	1554578	05-Sep-1989
AQUASAFE	Registered	73/794511	20-Apr-1989	1586639	13-Mar-1990
AQUASAFE	Registered	74/295235	16-Jul-1992	1764365	13-Apr-1993
AQUA-SENSOR	Registered	72/242572	04-Apr-1966	0823649	07-Feb-1967
BETTER WATER. PURE AND SIMPLE.	Pending	78/923328	6-Jul-2006	n/a	n/a
BIG BOY	Registered	75/322777	11-Jul-1997	2347967	09-May-2000
BOTTOMLESS COOLER ¹	Registered	78/031679	20-Oct-2000	2639575	22-Oct-2002
BRUNER	Registered	73/218960	08-Jun-1979	1153057	05-May-1981
BRUNER MATIC & DESIGN	Registered	72/148469	06-Jul-1962	763930	28-Jan-1964
CAAP	Registered	74/144364	04-Mar-1991	1711289	01-Sep-1992
CARE CAP	Registered	74/273328	08-May-1992	1741351	22-Dec-1992
CARE CUBES	Registered	73/783943	01-Mar-1989	1569025	05-Dec-1989
CARTOON LADY DESIGN	Registered	75/254629	10-Mar-1997	2191925	29-Sep-1998
CLEAR PROMISE	Registered	78/280178	29-Jul-2003	2968501	12-Jul-2005
CLEARLY BETTER	Pending	77/042915	13-Nov-2006		
COOLCLEAR	Pending	78/862910	17-Apr-2006		
CRYSTAL COOL	Registered	73/783417	27-Feb-1989	1563240	31-Oct-1989
CUL-FLO-VALV	Registered	71/691440	18-Jul-1955	0621621	21-Feb-1956
CULLAR	Registered	71/515086	31-Dec-1946	0442446	12-Apr-1949
CULLCITE	Registered	72/059095	18-Sep-1958	0676013	24-Mar-1959
CULLEX	Registered	71/489206	01-Oct-1945	0430904	01-Jul-1947
CULLIGAN	Registered	72/178782	11-Oct-1963	771457	16-Jun-1964
CULLIGAN	Registered	72/178887	14-Oct-1963	0782574	29-Dec-1964
CULLIGAN	Registered	72/068234	24-Feb-1959	0683671	18-Aug-1959

¹ Owned by Total Water Treatment System, Inc. on the records of the USPTO.

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
CULLIGAN	Pending	78/316267	21-Oct-2003	3034239	27-Dec-2005
CULLIGAN	Registered	72/455075	19-Apr-1973	1008612	08-Apr-1975
CULLIGAN	Registered	76/070495	14-Jun-2000	2527000	08-Jan-2002
CULLIGAN	Registered	72/178781	11-Oct-1963	0790857	15-Jun-1965
CULLIGAN	Registered	71/530625	06-Aug-1947	518302	06-Dec-1949
CULLIGAN CLEANWATER HOME & DESIGN	Registered	78/213499	11-Feb-2003	2968267	12-July-2005
CULLIGAN & WAVE DESIGN	Registered	78/300688	15-Sep-2003	2879635	31-Aug-2004
CULLIGAN & WAVE DESIGN	Registered	73/791683	07-Apr-1989	1588702	27-Mar-1990
CULLIGAN CLEAR PROMISE AND DESIGN (Water Drop)	Registered	78/281143	30-Jul-2003	2968507	12-July-2005
CULLIGAN IS WATER	Registered	75/547783	03-Sep-1998	2510851	20-Nov-2001
CULLIGAN MAN	Registered	75/846232	10-Nov-1999	2400008	31-Oct-2000
CULLIGAN MEDALLIST SERIES	Registered	76/140244	03-Oct-2000	2672850	07-Jan-2003
CULLIGAN PLATINUM SERIES	Registered	76/139723	03-Oct-2000	2684357	04-Feb-2003
CULLIGAN PURE-BY-DESIGN	Pending	78/939055	27-Jul-2006	n/a	n/a
CULLIGAN SCRIPT & DROP OF WATER DESIGN	Registered	73/526784	14-Mar-1985	1365112	15-Oct-1985
CULLIGAN SERVICE NETWORK	Registered	75/905858	28-Jan-2000	2779844	04-Nov-2003
CULLIGAN SILVER SERIES	Registered	76/140248	03-Oct-2000	2700999	25-Mar-2003
CULLIGAN SMART-SENSOR	Pending	78/938956	27-Jul-2006		
CULLIGAN SOFT WATER SERVICE	Registered	71/530623	06-Aug-1947	543161	29-May-1951
CULLIGAN TOTAL HOME	Pending	78/939026	27-Jul-2006		
CULLIGAN WATER TOWER	Registered	75/726432	10-Jun-1999	2485857	04-Sep-2001
CULLIGANAIR	Registered	78/316111	20-Oct-2003	3093883	16-May-2006
CULLSAN	Registered	71/515087	31-Dec-1946	0442235	15-Mar-1949
CULLSORB	Registered	71/515084	31-Dec-1946	0442445	12-Apr-1949
DURO	Registered	75/982929	05-Apr-1999	2666905	24-Dec-2002
ESTATE	Registered	73/836993	08-Nov-1989	1604504	03-Jul-1990
FILTR-CLEER	Registered	74/092627	30-Aug-1990	1659645	08-Oct-1991
FILTR-GARD	Registered	73/746849	18-Aug-1988	1589849	03-Apr-1990
FILTR-SENTRY	Registered	73/762291	07-Nov-1988	1541441	30-May-1989
GOOD WATER MACHINE	Registered	75/213018	13-Dec-1996	2194692	13-Oct-1998
HEY CULLIGAN MAN! DESIGN	Registered	72/271227	11-May-1967	0852478	09-Jul-1968
HI-FLO	Registered	74/404673	23-Jun-1993	1831250	19-Apr-1994
HYDROPURE	Registered	73/691110	22-Oct-1987	1521679	24-Jan-1989
HYDROTECH	Registered	73/790957	03-Apr-1989	1583550	20-Feb-1990

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
IRONBUSTER	Registered	73/724622	25-Apr-1988	1532895	04-Apr-1989
IRON-CLEER	Registered	75/909840	04-Feb-2000	2548178	12-Mar-2002
IRONWORKER+ & DESIGN	Registered	73/724618	25-Apr-1988	1532894	04-Apr-1989
LOGIC	Registered	74/227880	06-Dec-1991	1823671	22-Feb-1994
L.P.R.O.	Registered	74/259882	27-Mar-1992	1734637	24-Nov-1992
MERMAID	Registered	75/220657	02-Jan-1997	2119906	09-Dec-1997
MERMAID	Registered	73/055115	13-Jun-1975	1065232	10-May-1977
MYCULLIGAN	Registered	76/077676	26-Jun-2000	2533772	29-Jan-2002
NOVATEK1	Registered	74/404783	23-June-1993	1917791	12-Sep-1995
NINE DROPS DESIGN	Registered	73/732597	06-Jun-1988	1552747	22-Aug-1989
PURA AND DESIGN	Registered	75/108077	22-May-1996	2317449	15-Feb-2000
PURE-BY-DESIGN	Pending	77/012399	03-Oct-2006	n/a	n/a
QUADRA-HULL	Registered	78/315095	17-Oct-2003	2899849	2-Nov-2004
QUALITY WATER AT WORK	Registered	73/752830	19-Sep-1988	1534693	11-Apr-1989
RAINDISC	Pending	78/858131	10-Apr-2006	n/a	n/a
RUTH BERRY WORLD'S FINEST WATER PUMP AND DESIGN	Registered	74/404781	23-Jun-1993	1860838	01-Nov-1994
SMART-SENSOR	Pending	77/008649	27-09-2006	n/a	n/a
SMARTAP	Registered	73/784824	06-Mar-1989	1593908	01-May-1990
SOFNER-GARD	Registered	74/073275	27-Jun-1990	1685877	12-May-1992
SOFT-MINDER	Registered	73/793739	14-Apr-1989	1571700	19-Dec-1989
SUPER I	Registered	73/576444	06-Jan-1986	1405725	19-Aug-1986
SUPER S	Registered	76/004816	20-Mar-2000	2689712	25-Feb-2003
SURE-TEST	Registered	73/700469	11-Dec-1987	1499379	09-Aug-1988
SWIRLING C DESIGN	Registered	72/178783	11-Oct-1963	0790858	15-Jun-1965
SWIRLING C DESIGN	Registered	72/178785	11-Oct-1963	0782188	22-Dec-1964
SWIRLING C DESIGN	Registered	72/178784	11-Oct-1963	0771458	16-Jun-1964
SWIRLING C DESIGN	Registered	72/144694	16-May-1962	0774974	11-Aug-1964
THE CULLIGAN EDGE	Registered	76/039849	02-May-2000	2840580	11-May-2004
THE WATER CENTER	Registered	73/634179	08-Dec-1986	1464977	10-Nov-1987
THE WATER EXPERTS	Registered	73/780979	15-Feb-1989	1596838	15-May-1990
THE WATERMARKET	Registered	75/112125	31-May-1996	2124925	30-Dec-1997
TOTAL HOME	Pending	77/012384	27-Feb-2007	n/a	n/a
TRIPL-HULL	Registered	76/094213	21-Jul-2000	2577495	11-Jun-2002

¹ Owned by Watergroup, Inc. on the records of the U.S.P.T.O.

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
TRUST THE WATER EXPERTS	Registered	74/520437	06-May-1994	1890197	18-Apr-1995
ULTRA-CLEER	Registered	72/250453	18-Jul-1966	0849049	14-May-1968
WATER DROP	Pending	78/314780	16-Oct-2003	3086161	26-Apr-2005
WATER SERVICES	Registered	73/644983	17-Feb-1987	1544303	20-Jun-1989
WAVE DESIGN	Registered	73/300507	09-Mar-1981	1235832	26-Apr-1983

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