

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, N.A.		06/19/2012	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Culligan International Company
Street Address:	One Culligan Parkway
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	CORPORATION: DELAWARE

Name:	Culligan Store Solutions, LLC
Street Address:	One Culligan Parkway
Internal Address:	c/o Culligan International Company
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	CORPORATION: MINNESOTA

Name:	Puro Water Group, Inc.
Street Address:	One Culligan Parkway
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 102

Property Type	Number	Word Mark
Serial Number:	78422094	A BETTER SHOWER WITH BETTER WATER

Serial Number:	74460975	ACCUSOFT
Serial Number:	72280387	ALTWINATOR
Serial Number:	73757489	AQUA-CLEER
Serial Number:	78233743	AQUAFIER
Serial Number:	74227881	AQUA FLO
Serial Number:	73772717	AQUANIQUE
Serial Number:	73794511	AQUASAFE
Serial Number:	74295235	AQUASAFE
Serial Number:	72242572	AQUA-SENSOR
Serial Number:	78923328	BETTER WATER. PURE AND SIMPLE.
Serial Number:	75322777	BIG BOY
Serial Number:	78031679	BOTTOMLESS COOLER
Serial Number:	73218960	BRUNER
Serial Number:	72148469	BRUNER MATIC
Serial Number:	74144364	CAAP
Serial Number:	74273328	CARE CAP
Serial Number:	73783943	CARE CUBES
Serial Number:	75254629	
Serial Number:	78280178	CLEAR PROMISE
Serial Number:	77042915	CLEARLY BETTER
Serial Number:	78862910	COOLCLEAR
Serial Number:	73783417	CRYSTAL COOL
Serial Number:	71691440	CUL-FLO-VALV
Serial Number:	71515086	CULLAR
Serial Number:	72059095	CULLCITE
Serial Number:	71489206	CULLEX
Serial Number:	72178782	CULLIGAN
Serial Number:	72178887	CULLIGAN
Serial Number:	72068234	CULLIGAN
Serial Number:	78316267	CULLIGAN
Serial Number:	72455075	CULLIGAN
Serial Number:	76070495	CULLIGAN
Serial Number:	72178781	CULLIGAN
Serial Number:	71530625	CULLIGAN
Serial Number:	78213499	CULLIGAN CLEANWATER HOME

	78300688	CULLIGAN
Serial Number:	73791683	CULLIGAN
Serial Number:	78281143	CULLIGAN CLEAR PROMISE
Serial Number:	75547783	CULLIGAN IS WATER
Serial Number:	75846232	CULLIGAN MAN
Serial Number:	76140244	CULLIGAN MEDALLIST SERIES
Serial Number:	76139723	CULLIGAN PLATINUM SERIES
Serial Number:	78939055	CULLIGAN PURE-BY-DESIGN
Serial Number:	73526784	CULLIGAN
Serial Number:	75905858	CULLIGAN SERVICE NETWORK
Serial Number:	76140248	CULLIGAN SILVER SERIES
Serial Number:	78938956	CULLIGAN SMART-SENSOR
Serial Number:	71530623	CULLIGAN SOFT WATER SERVICE
Serial Number:	78939026	CULLIGAN TOTAL HOME
Serial Number:	75726432	CULLIGAN WATER TOWER
Serial Number:	78316111	CULLIGANAIR
Serial Number:	71515087	CULLSAN
Serial Number:	71515084	CULLSORB
Serial Number:	75982929	DURO
Serial Number:	73836993	ESTATE
Serial Number:	74092627	FILTR-CLEER
Serial Number:	73746849	FILTR-GARD
Serial Number:	73762291	FILTR-SENTRY
Serial Number:	75213018	GOOD WATER MACHINE
Serial Number:	72271227	"HEY CULLIGAN MAN!"
Serial Number:	74404673	HI-FLO
Serial Number:	73691110	HYDROPURE
Serial Number:	73790957	HYDROTECH
Serial Number:	73724622	IRONBUSTER
Serial Number:	75909840	IRON-CLEER
Serial Number:	73724618	IRONWORKER+
Serial Number:	74227880	LOGIC
Serial Number:	74259882	L.P.R.O.
Serial Number:	75220657	MERMAID
Serial Number:	73055115	MERMAID

	76077676	MYCULLIGAN
Serial Number:	74404783	NOVATEK
Serial Number:	73732597	
Serial Number:	75108077	PURA
Serial Number:	77012399	PURE-BY-DESIGN
Serial Number:	78315095	QUADRA-HULL
Serial Number:	73752830	QUALITY WATER AT WORK
Serial Number:	78858131	RAINDISC
Serial Number:	74404781	RUTH BERRY WORLD'S FINEST WATER PUMP
Serial Number:	77008649	SMART-SENSOR
Serial Number:	73784824	SMARTAP
Serial Number:	74073275	SOFNER-GARD
Serial Number:	73793739	SOFT-MINDER
Serial Number:	73576444	SUPER I
Serial Number:	76004816	SUPER S
Serial Number:	73700469	SURE-TEST
Serial Number:	72178783	C
Serial Number:	72178785	
Serial Number:	72178784	
Serial Number:	72144694	
Serial Number:	76039849	THE CULLIGAN EDGE
Serial Number:	73634179	THE WATER CENTER
Serial Number:	73780979	THE WATER EXPERTS
Serial Number:	75112125	THE WATERMARKET
Serial Number:	77012384	TOTAL HOME
Serial Number:	76094213	TRIPL-HULL
Serial Number:	74520437	TRUST THE WATER EXPERTS
Serial Number:	72250453	ULTRA-CLEER
Serial Number:	78314780	
Serial Number:	73644983	WATER SERVICES
Serial Number:	73300507	

CORRESPONDENCE DATA

Fax Number: 2128225317

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK
REEL: 004804 FRAME: 0078

Phone: 2125305000
Email: wmcnamara@milbank.com
Correspondent Name: William J. McNamara
Address Line 1: Milbank, Tweed, Hadley & McCloy LLP
Address Line 2: 1 Chase Manhattan Plaza
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	William J. McNamara
Signature:	/William J. McNamara/
Date:	06/20/2012

Total Attachments: 7
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This TERMINATION AND RELEASE, dated as of June 19, 2012 is made to Culligan International Company, a Delaware corporation ("Grantor") by WILMINGTON TRUST, N.A., as Administrative Agent and Second Lien Collateral Agent (in such capacities, the "Agent") for certain banks and other financial institutions party to the Second Lien Credit Agreement, dated as of May 24, 2007 (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 "Second Lien Credit Agreement"), among the Grantor, Culligan Holding S.à.r.l. (the "Parent"), BNP Paribas (the "Initial Agent"), as administrative agent and collateral agent, Citicorp North America, Inc., as Syndication Agent, LaSalle Bank National Association and Natixis, as Co-Documentation Agents and the Lenders from time to time party thereto.

WITNESSETH

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement dated as of May 24, 2007, made by Culligan Holding Company B.V., Culligan Holding Inc., the Grantor, certain Subsidiaries of the Grantor and the Initial Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), a security interest ("Security Interest") was granted by the Grantor to the Initial Agent in certain collateral, including the Trademark Collateral (as herein defined);

WHEREAS, the Grantor executed that certain Second Lien Notice of Grant of Security Interest in Trademarks, dated as of May 24, 2007, which was recorded in the United States Patent and Trademark Office on June 11, 2007 at Reel 3558/Frame 0597;

WHEREAS, the Initial Agent was succeeded by the Agent, as Administrative Agent and Second Lien Collateral Agent under the Second Lien Credit Agreement and the other Loan Documents pursuant to that certain Resignation, Appointment, Amendment and Waiver, dated as of October 26, 2011, among the Grantor, Parent, the Initial Agent, the Agent, BNP Paribas Securities Corp. and certain other parties thereto;

WHEREAS, pursuant to that certain Collateral Agent Succession (Trademarks), dated as of October 26, 2011, between the Initial Agent and the Agent, which was recorded in the United States Patent and Trademark Office on January 11, 2012 at Reel 4704/Frame 0226, the Initial Agent assigned the Security Interest to the Agent; and

WHEREAS, the Agent now desires to terminate and release the entirety of the Security Interest in the Trademark Collateral, including without limitation those items listed on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

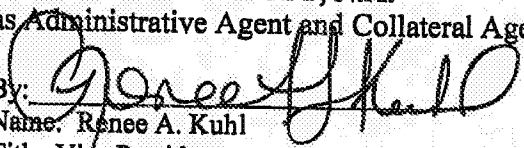
1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement or the Second Lien Guarantee and Collateral Agreement.

2. **Trademark Collateral.** The term "Trademark Collateral," as used herein, shall mean all of the Grantor'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 the 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.
3. **Release of Security Interest.** The Agent hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
4. **Further Assurances.** The Agent hereby agrees, at the request and expense of the Grantor, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as the Grantor may reasonably request to effect the release of the Security Interest contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

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

WILMINGTON TRUST, N.A.
as Administrative Agent and Collateral Agent

By: 
Name: Renee A. Kuhl
Title: Vice President

[Termination and Release of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 004804 FRAME: 0082

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.	Registered	78/923328	6-Jul-2006	3660969	28-Jul-2009
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	Registered	77/042915	13-Nov-2006	3282142	21-Aug-2007
COOLCLEAR	Registered	78/862910	17-Apr-2006	3386730	19-Feb-2008
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
CULLIGAN	Registered	78/316267	21-Oct-2003	3034239	27-Dec-2005

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	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	Registered	78/938956	27-Jul-2006	3407252	1-Apr-2008
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
IRONBUSTER	Registered	73/724622	25-Apr-1988	1532895	04-Apr-1989
IRON-CLEER	Registered	75/909840	04-Feb-2000	2548178	12-Mar-2002

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TRADEMARK
REEL: 004804 FRAME: 0084

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
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
NOVATEK ¹	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	Registered	77/008649	27-09-2006	3617719	5-May-2009
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
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	Registered	78/314780	16-Oct-2003	3086161	25-Apr-2006
WATER SERVICES	Registered	73/644983	17-Feb-1987	1544303	20-Jun-1989

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
WAVE DESIGN	Registered	73/300507	09-Mar-1981	1235832	26-Apr-1983

#4849-1960-2191v5

RECORDED: 06/20/2012

TRADEMARK
REEL: 004804 FRAME: 0086