

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 Store Solutions, Inc. (f/k/a Harmony Brook, Inc.)		
Street Address:	9399 W. Higgins Road, Suite 1100		
Internal Address:	c/o Culligan International Company		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1633938	HARMONY BROOK	
Registration Number:	1634753	HARMONY BROOK PURE DRINKING WATER	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

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Signature:	/Sean Kass/
Date:	06/19/2012
Total Attachments: 5 source=Culligan - Culligan Store BofA TM Rel First Lien#page1.tif source=Culligan - Culligan Store BofA TM Rel First Lien#page2.tif source=Culligan - Culligan Store BofA TM Rel First Lien#page3.tif source=Culligan - Culligan Store BofA TM Rel First Lien#page4.tif source=Culligan - Culligan Store BofA TM Rel First Lien#page5.tif	

**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 collateral agent (the "Successor Agent"), in favor of CULLIGAN STORE SOLUTIONS, INC. (fka Harmony Brook, Inc.), a Minnesota corporation (the "Obligor").

WITNESSETH:

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

WHEREAS, the Guarantee and Collateral Agreement was entered into in connection with that certain Credit Agreement, dated as May 24, 2007, made by and among U.S. Borrower, 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 First Lien 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 4, 2007 at Reel 3554/Frame 0013;

WHEREAS, pursuant to that certain Resignation, Appointment, Amendment and Waiver to Credit Agreement, dated as of July 29, 2011, made by and among the U.S. Borrower, 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 and Collateral Agent under the Credit Agreement, and the Successor Agent was appointed as the successor Administrative Agent and Collateral Agent 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 0903;

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 I 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 Collateral Agent

By: Anthea Del Bianco

Name: Anthea Del Bianco

Title: Vice President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 004804 FRAME: 0180

SCHEDULE I

Trademarks

TRADEMARK	Status	App. No.	Filing Date	Reg. No.	Reg. Date
HARMONY BROOK	Registered	74/056462	07-May-1990	1633938	05-Feb-1991
HARMONY BROOK PURE DRINKING WATER	Registered	74/055996	07-May-1990	1634753	12-Feb-1991