

## 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		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3599828	SULFUR-CLEER	
Registration Number:	3724710	HEY CULLIGAN MAN!	
Registration Number:	3772180	DIAL-A-SOFTNESS	
Registration Number:	3878136	BOTTLE-FREE	
Registration Number:	3878137	BOTTLE-FREE IS COOLER	
CORRESPONDENCE DATA			
Fax Number:	2128225317		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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		

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NAME OF SUBMITTER:	William J. McNamara
Signature:	/William J. McNamara/
Date:	06/19/2012
<b>Total Attachments: 4</b> source=Trademark (Second Lien Release - CIC after acquired)#page1.tif source=Trademark (Second Lien Release - CIC after acquired)#page2.tif source=Trademark (Second Lien Release - CIC after acquired)#page3.tif source=Trademark (Second Lien Release - CIC after acquired)#page4.tif	

**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 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, the Initial Agent assigned the Security Interest to the Agent;

WHEREAS, the Grantor executed that certain Second Lien Notice of Grant of Security Interest in Trademarks, dated as of December 14, 2011, which was recorded in the United States Patent and Trademark Office on December 27, 2011 at Reel 4697/Frame 0875; 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:  
Title:

  
\_\_\_\_\_  
**Jeffrey Rose**  
**Vice President**

[Termination and Release of Security Interest in Trademark Collateral (after-acquired)]

**TRADEMARK**  
**REEL: 004804 FRAME: 0473**

**SCHEDULE A**

**TRADEMARKS**

<b>Trademark</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
SULFUR-CLEER	Registered	77/388206	02/04/08	3599828	03/31/09
HEY CULLIGAN MAN!	Registered	77/653311	01/21/09	3724710	12/15/09
DIAL-A-SOFTNESS	Registered	77/336998	11/26/07	3772180	04/06/10
BOTTLE-FREE	Registered	77/949659	03/03/10	3878136	11/16/10
BOTTLE-FREE IS COOLER	Registered	77/949677	03/03/10	3878137	11/16/10

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