

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/01/2011	Corporation:
RECEIVING PARTY DATA			
Name:	Nalco Company		
Street Address:	1601 W. Diehl Road		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60563-1198		
Entity Type:	Corporation: DELAWARE		
Name:	Calgon LLC		
Street Address:	1601 W. Diehl Road		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60563-1198		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Nalco Crossbow Water LLC		
Street Address:	320 West 194th Street		
City:	Glenwood		
State/Country:	ILLINOIS		
Postal Code:	60425		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2937452	3D TRASAR	
Registration Number:	1526325	PRISM	
Registration Number:	2360161	NALCO	
Registration Number:	1510582	ACTRENE	
Registration Number:	1366056	RESOLV	
Registration Number:	2024698	PATHFINDER	
Registration Number:	1230720	ELIMIN-OX	

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CORRESPONDENCE DATA**Fax Number:** 6513123774*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 651-795-5978**Email:** ustm@ecolab.com**Correspondent Name:** Edward R. Courtney**Address Line 1:** 1 Ecolab Place**Address Line 4:** St. Paul, MINNESOTA 55102

NAME OF SUBMITTER:	Lisa Dahline, Sr. Trademark Paralegal
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SIGNATURE:	/lad/
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DATE SIGNED:	03/01/2017
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Total Attachments: 7

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Bank of America, N.A.
One Bryant Park
New York, New York 10036

December 1, 2011

Nalco Holdings LLC
Nalco Company
1601 W Diehl Road
Naperville, Illinois 60563
Attention: General Counsel

Re: Payoff Letter

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of May 13, 2009 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among NALCO Holdings LLC, a Delaware limited liability company ("Holdings"), NALCO Company, a Delaware corporation, as borrower (the "U.S. Borrower" or the "Borrower"), the Foreign Subsidiary Borrowers, if any, from time to time party thereto, Bank of America, N.A., in its capacity as administrative agent and collateral agent for the Lenders and as agent for the Secured Parties (in such capacity, the "Administrative Agent"), the financial institutions party thereto, as lenders (the "Lenders") and the other agents, arrangers and bookrunners identified therein. Capitalized terms used herein and not defined herein shall have the meanings given thereto in the Credit Agreement or the U.S. Collateral Agreement, as applicable.

The Borrower has advised the Lenders that it intends to prepay all amounts, and terminate all Commitments, in each case outstanding under the Credit Agreement (except for amounts outstanding under the Letters of Credit pursuant to Section 1 below) and terminate its obligations under the Credit Agreement and the other documents entered into pursuant to the Credit Agreement (collectively, the "Credit Documents").

1. Payment to the Administrative Agent. The Borrower has requested to prepay all outstanding Loans (and their associated accrued and unpaid interest and fees), in full, under the Credit Agreement on December 1, 2011 (the "Payoff Date"). The total amount of principal, accrued but unpaid interest and all fees, expenses and other Loan Document Obligations (other than the CGR Fees (as defined below)) owing under the Credit Documents, is equal to \$1,112,491,433.01 (the "Payoff Amount"), which aggregate amount represents the amounts due as set forth in Schedule 1 hereto.

If the Payoff Amount is not received by the Administrative Agent prior to 2:00 p.m. New York City time on the Payoff Date, the Borrower shall pay, in addition to the Payoff Amount, a per diem of \$191,869.00 (the "Per Diem Amount") to the Administrative Agent for each day after the Payoff Date until the Payoff Amount plus all applicable Per Diem Amounts are received by the Administrative Agent.

Payment of the Payoff Amount (and any applicable Per Diem Amount) shall be made to the Administrative Agent in immediately available funds in U.S. dollars to the following account:

TRADEMARK

REEL: 005998 FRAME: 0784

Bank of America
ABA: 026009593
Acct. No.: 001292000883
Attn: Corporate Loans
Reference: Nalco Company

Additionally, payment of legal fees and expenses of Cahill Gordon & Reindel LLP ("CGR"), counsel to the Administrative Agent, in the amount of \$20,000.00 (the "CGR Fees") shall be made to CGR on the same day that the Payoff Amount (together with any applicable Per Diem Amount) shall be paid to the Administrative Agent in immediately available funds in U.S. dollars to the following account:

HSBC Bank USA
100 Maiden Lane
New York, NY 10038
ABA: 021001088
Account No: 015-70965-5
Acct Name: Cahill Gordon & Reindel LLP
Reference: Nalco

As of the date hereof, the outstanding letters of credit issued by Bank of America, N.A., as Issuing Bank (in such capacity, the "Issuing Bank") under the Credit Agreement are set forth on Schedule 2 attached hereto (the "Letters of Credit"). Notwithstanding anything to the contrary set forth in Section 2.05(c) of the Credit Agreement, as of the Payoff Date, each Letter of Credit listed on Schedule 2 attached hereto will continue to be issued and outstanding in full force and effect in accordance with its terms and all Reimbursement Obligations and Loan Document Obligations of the Borrower and each other Loan Party pursuant to Sections 2.05(e), 2.05(f), 2.05(h), 2.05(p) and, with respect to the Issuing Bank Fees payable to the Issuing Bank, Section 2.12(b), in each case, of the Credit Agreement and the provisions of Article II of the U.S. Collateral Agreement in respect of the Letters of Credit will remain in effect until the earliest to occur of (x) the time at which no Letter of Credit remains outstanding and any Reimbursement Obligations, Issuing Bank Fees and the LC Fees (as defined below) shall have been paid or repaid, as applicable, at which time all Loan Document Obligations of the Borrower and the other Loan Parties in respect of the Letters of Credit that survived the termination of the Credit Documents in accordance with the terms hereof shall automatically terminate without any further action by any party, (y) the entry into a guarantee by Ecolab Inc. and any of its affiliates in favor of, and in form and substance satisfactory to, the Issuing Bank with respect to the Letters of Credit and (z) such time as is otherwise agreed by the Issuing Bank. No additional Letters of Credit may be issued. From and after the Payoff Date, in lieu of L/C Participation Fees, the Borrower agrees to pay to the Issuing Bank on April 10th, July 10th, October 10th and January 10th of each year and three Business Days after the date on which all Letters of Credit shall be terminated as provided in this letter agreement, a fee (an "LC Fee") on the daily aggregate of the aggregate undrawn amount of all Letters of Credit outstanding on each day during the preceding quarter (or shorter period commencing with the Payoff Date or ending with the date on which all Letters of Credit shall be terminated) at the rate per annum equal to 97.5 basis points per annum, payable quarterly. All LC Fees that are payable on a per annum basis shall be computed on the basis of the actual number of days elapsed in a year of 360 days. For the avoidance of doubt, upon satisfaction of the Payoff Condition, any obligations of any Revolving Facility Lender or any other Lender in respect of participations of Letters of Credit and L/C Disbursements pursuant to Section 2.05(d) of the Credit

Agreement are hereby terminated, and the Borrower and the other Loan Parties shall have no further obligation to pay any L/C Participation Fees to the Lenders.

This letter (this "Agreement") confirms that effective as of the later of the time of the receipt by (x) the Administrative Agent for the benefit of the Lenders of the Payoff Amount (and any applicable Per Diem Amount) in the manner set forth above and (y) CGR of the CGR Fees in the manner set forth above (together with the payment in clause (x) above, the "Payoff Condition"), (i) all liabilities, obligations and indebtedness owing by the Borrower to the Lenders under the Credit Documents with respect to the Loans, and the Obligations under the Credit Documents (other than those specified in the preceding paragraph in respect of the Letters of Credit, which shall continue with full force and effect in accordance with their terms) shall be released, discharged and satisfied in full, (ii) the Credit Agreement (including the Commitments thereunder), the other Credit Documents and all related instruments, agreements and other documents shall be terminated, except for such indemnification provisions that expressly survive as specified in the Credit Agreement and the other Credit Documents and (iii) all of the security interests, mortgages, liens, pledges and other charges of whatever nature in favor of the Administrative Agent for the benefit of the Secured Parties under each of the Credit Documents, and all guarantees under each of the Credit Documents, in each case shall be automatically terminated and released with no further action on our part.

Notwithstanding any of the foregoing, you acknowledge and agree that you shall be solely responsible for any break funding payments due pursuant to Section 2.16 of the Credit Agreement.

2. Releases and Terminations. Notwithstanding the Loan Parties' continuing obligations with respect to the Letters of Credit listed on Schedule 2 attached hereto as set forth in Section 1 above, upon (A) the Administrative Agent's receipt of a copy of the acknowledgment of this Agreement signed by the Borrower and Holdings and (B) the occurrence of the Payoff Condition, (i) the Borrower (or its designee, including its counsel) is authorized to file UCC termination statements to terminate any and all UCC financing statements filed pursuant to the Credit Agreement or any other Credit Document, (ii) the Borrower (or its designee) is authorized to file a release and satisfaction of each of the Mortgages, which releases shall have been executed in recordable form by the Administrative Agent and delivered to the Borrower (or its designee), (iii) the Borrower (or its designee) is authorized to file a release and satisfaction of each security agreement, notice, assignment, collateral assignment or similar document filed with the United States Patent and Trademark Office or with the United States Copyright Office pursuant to the Credit Documents, which releases shall have been executed in recordable form by the Administrative Agent and delivered to the Borrower (or its designee), (iv) the Administrative Agent will deliver to the Borrower (or its designated assignee, including Cravath, Swaine & Moore LLP) all original stock certificates, promissory notes and all other collateral in the Administrative Agent's possession, and (v) the Administrative Agent agrees to take such additional steps and to execute and deliver such further documents as may from time to time reasonably be requested by the Borrower to release, or to evidence the release of, the Collateral or any other property from any Mortgages, Liens, pledges, assignments or security interests in favor of the Administrative Agent under any of the Credit Documents. All such terminations, releases and satisfactions shall be prepared and, if applicable, filed at the expense of the Borrower.

3. Reinstatement of Obligations. The Borrower acknowledges and agrees that its obligations and liabilities under the Credit Agreement and the other Credit Documents shall be reinstated with full force and effect, if at any time on or after the Pay-Off Date, all or any portion of

the Pay-Off Amount paid to the Lenders is voided or rescinded or must otherwise be returned by the Lenders to the Borrower upon Borrower's insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made.

4. Headings. The headings contained in this Agreement are for reference purposes only and shall not constitute a part hereof.

5. Successor and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

~~6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.~~

7. Amendment. This Agreement may not be amended, or any provision hereof waived or modified, except in writing signed by each of the parties hereto.

[Signature Page Follows]

**ADDITIONAL NAMES OF CONVEYING PARTY (S) (In connection with Item 1 of
Recordation Form Cover Sheet):**

Calgon LLC

Nalco One Source LLC

Nalco Crossbow Water LLC

Kindly acknowledge your acceptance of and agreement to the foregoing by executing a counterpart of this Agreement. This Agreement may be executed in any number of counterparts, including facsimile or "pdf" file counterparts, but all of such counterparts shall, together, constitute but one of the same agreement.

Very truly yours,

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

By: Denise M. Wolfenberger
Name: **Denise M. Wolfenberger**
Title: **AVP - Agency Management Officer**

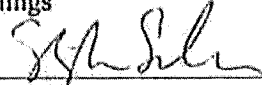
[Payoff Letter Signature Page]

TRADEMARK

REEL: 005998 FRAME: 0789

Accepted and Agreed:

NALCO HOLDINGS LLC,
as Holdings

By: 
Name: Stephen N. Landsman
Title: Vice President

NALCO COMPANY,
as U.S. Borrower

By: 
Name: Stephen N. Landsman
Title: Vice President

[Payoff Letter Signature Page]