

MUD
8/17/98

08-20-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1094
(Rev. 6-83)
OMB No. 0051-0011 (exp. 4/94)

RECX



Tab settings

To the Honorable Commissioner of Patents

100799912

original documents or copy thereof.

1. Name of conveying party(ies):
Infiltrator Systems, Inc.
4 Business Park Road
Old Saybrook, CT 06475

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Foothill Capital Corporation
 Internal Address: 11111 Santa Monica Blvd
 Street Address: _____
 City: Los Angeles State: CA ZIP: 90025

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State CA
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 29, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____

Int: 7208 Return To
National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

Street: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 765

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

08/17/1998 JSNRBRZZ 00000041 1974938

DO NOT USE THIS SPACE

01 F:481 40.00 DP
02 F:482 125.00 DP

9. Statement and signature:
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

T. McGrath [Signature]
 Name of Person Signing Signature

Total number of pages including cover sheet, attachments, and document: 7

Date: 6/29/98

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

SCHEDULE 1A TO ASSIGNMENT
(TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademark No.	Mark	Date Registered
1. 1974938	Sidewinder	5/21/96
2. 1815925	Infiltrator	1/11/94
3. 1729383	Infiltrator and Design	11/3/92
4. 2063811	Maximizer	5/20/97
5. 2077902	PowerArch	7/8/97
6. 2039712	Equalizer	2/25/97

ASSIGNMENT

(TRADEMARKS)

WHEREAS, Infiltrator Systems, Inc. ("Infiltrator") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Infiltrator has assigned the Trademarks to Fleet National Bank (the "Assignor") as collateral security for certain obligations owing by Infiltrator to the Assignor;

WHEREAS, Infiltrator and Foothill Capital Corporation (the "Assignee") have entered into a Loan and Security Agreement dated as of June 26, 1998 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Infiltrator has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and restrictions thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

WHEREAS, the Assignor is a party to a Termination and Release Agreement dated as of June 29, 1998 (the "Termination Agreement") between Assignor and Infiltrator;

WHEREAS, pursuant to the Termination Agreement, the Assignor has terminated its security interest in all right, title and interest of the Assignor in, to and under the Collateral;

WHEREAS, to affect such termination and the grant by Infiltrator to Assignee of a security interest in the Collateral, Assignor has assigned to Assignee its security interest in all right, title and interest of Assignor in, to and under the Collateral; and

WHEREAS, the Assignor does not warrant any of the representations made herein, but by this assignment agrees to assign whatever rights it may have.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee its security interest in the Collateral.

Infiltrator does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor and Infiltrator have caused this Collateral Assignment to be duly executed by their respective officers thereunto duly authorized as of June 29, 1998.

ASSIGNOR:

FLEET NATIONAL BANK

By: 

Name: DONALD J. SHEEHAN

Title: SR. V.P.

AGREED AND CONSENTED TO:

INFILTRATOR SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

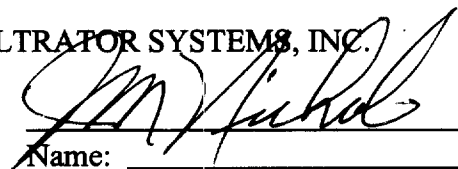
IN WITNESS WHEREOF, the Assignor and Infiltrator have caused this Collateral Assignment to be duly executed by their respective officers thereunto duly authorized as of June __, 1998.

ASSIGNOR:

FLEET NATIONAL BANK

By: _____
Name: _____
Title: _____

AGREED AND CONSENTED TO:

INFILTRATOR SYSTEMS, INC.
By:  _____
Name: _____
Title: _____

STATE OF CONNECTICUT

ss.:

COUNTY OF HARTFORD

On this 25 day of JUNE, 1998, before me personally came DONALD J. SHEEHAN, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the SR. V. P. of Fleet National Bank, a National Banking Association, and that he executed the foregoing instrument in the firm name of Fleet National Bank, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Susan B. Kelleher

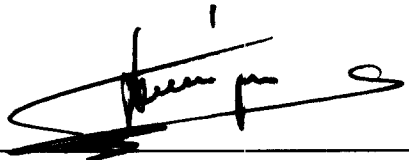
SUSAN B. KELLEHER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2001

STATE OF New York

SS.:

COUNTY OF New York

On this 25th day of June, 1988, before me personally came James Nichols, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Infiltrator Systems, Inc., a Connecticut corporation, and that he executed the foregoing instrument in the firm name of Infiltrator Systems, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



NOTARIAL PUBLIC
Notary Public, State of New York
Dr. James J. [illegible]
Commission Expires April 2, 1990