

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Infiltrator Systems, Inc.		09/30/2005	CORPORATION: CONNECTICUT

**RECEIVING PARTY DATA**

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 North LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2800719	3050
Serial Number:	76551903	ISOLATOR
Registration Number:	2636588	CONTOUR CHAMBER
Registration Number:	2583491	CONTOUR WEDGE
Registration Number:	2583493	EQ 24
Registration Number:	2583492	EQ 36
Registration Number:	2039712	EQUALIZER
Registration Number:	2583495	EQUALIZER 24
Registration Number:	2583494	EQUALIZER 36
Registration Number:	1815925	INFILTRATOR
Registration Number:	2138920	INFILTRATOR
Registration Number:	2147541	INFILTRATOR
Registration Number:	2531868	POLYTUFF

OP \$440.00 2800719

Registration Number:	2615894	QUICKPLAY
Registration Number:	2759248	POSILOCK
Registration Number:	1974938	SIDEWINDER
Registration Number:	2950091	QUICK4

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher c/o Goldberg Kohn  
Address Line 1: 55 East Monroe Street  
Address Line 2: Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.110
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	10/03/2005

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30 day of September, 2005 by WATER SYSTEMS ACQUISITION CORP., a Delaware corporation (to be known as Infiltrator Systems, Inc., a Connecticut corporation, following the Merger, "Grantor"), in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, certain affiliates of Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

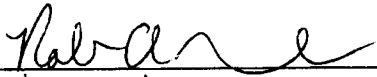
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"; provided that the Trademark Collateral will not include "intent-to-use" trademark filings until such time as Grantor begins to use such trademarks), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WATER SYSTEMS ACQUISITION CORP.

By   
Title President

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division  
of Merrill Lynch Business Financial  
Services Inc., as Administrative Agent

By \_\_\_\_\_  
Title \_\_\_\_\_

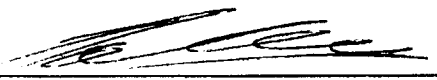
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WATER SYSTEMS ACQUISITION CORP.

By \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division  
of Merrill Lynch Business Financial  
Services Inc., as Administrative Agent

By   
Title \_\_\_\_\_ VP

**TRADEMARKS**

**PENDING/REGISTERED  
UNITED STATES**

<b>MARK</b>	<b>REG./APP. NO.</b>	<b>DATE FILED/ REGISTERED</b>
3050	2,800,719	12/30/03
ISOLATOR	76/551,903	9/15/03
Contour Chamber	2,636,588	10/15/02
Contour Wedge	2,583,491	06/18/02
EQ 24	2,583,493	06/18/02
EQ 36	2,583,492	06/18/02
EQUALIZER	2,039,712	02/25/97
EQUALIZER 24	2,583,495	06/18/02
EQUALIZER 36	2,583,494	06/18/02
INFILTRATOR (CL 19)	1,815,925	01/11/94
INFILTRATOR (CL 42)	2,138,920	02/24/98
INFILTRATOR AND DESIGN	2,147,541	03/31/98
POLYTUFF	2,531,868	01/22/02
QUICKPLAY	2,615,894	09/03/02
POSILOCK	2,759,248	09/02/03
SIDEWINDER	1,974,938	05/21/96
QUICK4	2,950,091	5/10/05