

10-14-2005



10/7/05

RECORD  
TRADEMARK  
103099560

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
 Fleet National Bank, As Agent for Fleet National Bank, Citizens Savings Bank and State Street Bank and Trust Co.  
 157 Church St., New Haven, CT 06510  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Association-National Banking  
 Citizenship (see guidelines) \_\_\_\_\_  
 Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No  
 Additional names, addresses, or citizenship attached?  
 Name: Foothill Capital Corporation  
 Internal \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 11111 Santa Monica Blvd.  
 City: Los Angeles  
 State: California  
 Country: United States Zip: 90025  
 Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship California  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_  
 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)

**3. Nature of conveyance /Execution Date(s) :**  
 Execution Date(s) June 29, 1998  
 Assignment  Merger  
 Security Agreement  Change of Name \*\*  
 Other correct an error in a previously recorded cover sheet

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) 1974938; 1815925  
1729383; 2063811; 2077902; 2039712  
 Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
 Name: Charles F. O'Brien  
 Internal Address: Cantor Colburn LLP  
 Street Address: 55 Griffin Road South  
 City: Bloomfield  
 State: Connecticut Zip: 06002  
 Phone Number: 860-286-2929  
 Fax Number: 860-286-0115  
 Email Address: cobrien@cantorcolburn.com

**6. Total number of applications and registrations involved:** 6  
**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 165.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
 a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number 061130  
 Authorized User Name Cantor Colburn

**9. Signature:** \_\_\_\_\_ 10/7/05  
 Signature Date

10/13/2005 DBYRME 0000011 061130 1974938  
 Total number of pages including cover sheet, attachments, and document:    
 Name of Person Signing \_\_\_\_\_

40.00 DA  
 125.00 DA  
 Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

\*\*Correct Nature of Conveyance from a security interest from Infiltrator Systems, Inc. to Foothill Capital Corporation to an assignment of security interest from Fleet National Bank to Foothill Capital Corporation.

01 FC:8521  
 02 FC:8522

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

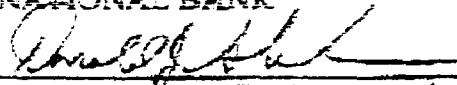
Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. SUSSMAN  
Title: SR. V.P.

AGREED AND CONSENTED TO:

INFILTRATOR SYSTEMS, INC.

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



FORM PREPARED  
Rev. 6-82  
GPO No. 889-201 (Rev. 6/82)

REEX

08-20-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

The filer of this document is:

To the Trademark Commissioner of Patents

102799812

A original document or copy thereof.

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

Individual  
 General Partnership  
 Corporation-State  
 Other

Association  
 Limited Partnership

2. Name and address of receiving party(ies):  
Foot Hill Capital Corporation  
 Internal Address: 1111 Santa Monica Blvd  
 Street Address:  
 City: Los Angeles State: CA Zip: 90025

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

Additional name(s) of conveying party(ies), if any?  Yes  No

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Other

Merger  
 Change of Name

Execution Date: June 29, 1998

This document is not recorded in the United States, a domestic representative beneficiary is absent?  Yes  No  
 (Applicants must file a separate document for assignment)  
 Additional sheets & attachments attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers (if any)?  Yes  No

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

Name: \_\_\_\_\_  
 Inc: 208  
National Corporate Research, LTD.  
 225 W. 34th St., Suite 910  
 New York, N.Y. 10122  
 Tel: (800) 221-0102 (212) 947-7200  
 Fax: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.41):

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(When making copy of this page & paying by deposit account)

DO NOT USE THIS SPACE

9. Declaration 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. McGraw

Name of Person Signing

[Signature]

Signature

6/30/98

Date

Total number of pages including cover sheet, attachments, and documents

This document is the property of the Patent and Trademark Office. Information for: Commissioner of Patents & Trademarks, Room 4000, Washington, D.C. 20501

TRADEMARK  
REEL: 1771 FRAME: 0862

TRADEMARK  
REEL: 003235 FRAME: 0911

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

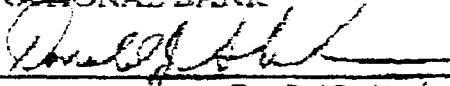
Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. SHERMAN  
Title: S.R. V.P.

AGREED AND CONSENTED TO:

INFILTRATOR SYSTEMS, INC.

By:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SR2RY\325992\0

TRADEMARK  
REEL: 1771 FRAME: 0865

TRADEMARK  
REEL: 003235 FRAME: 0913

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.

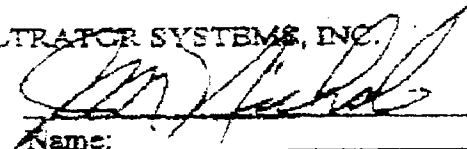
ASSIGNOR:

FLEET NATIONAL BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED AND CONSENTED TO:

INFILTRATOR SYSTEMS, INC.

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARK  
REEL: 1771 FRAME: 0866

SRZNY:395962v3

TRADEMARK  
REEL: 003235 FRAME: 0914



STATE OF CONNECTICUT  
COUNTY OF HARTFORD

86.1

On this 25 day of JUNE, 1985, before me personally came DOUGLAS J. SHEEKAN, 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, 1987**

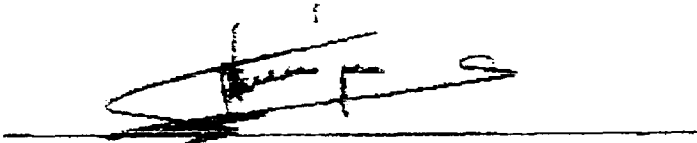
SRZNY1395#9340

TRADEMARK  
REEL: 1771 FRAME: 0867

TRADEMARK  
REEL: 003235 FRAME: 0915

COUNTY OF Blaine

On this 23<sup>rd</sup> day of June, 1978, before me personally came Thomas Mitchell, 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**  
**STATE OF CONNECTICUT**  
**COMMISSION EXPIRES 06/30/98**

~~CONFIDENTIAL~~ 08/17/1998

TRADEMARK  
RTRM: 1771 FRAME: 0868

TRADEMARK  
REEL: 003235 FRAME: 0916

## SCHEDULE 1A TO ASSIGNMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark No.	Mark	Date Registered
1. 1974928	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	Squidger	2/25/97

SRZNY085892v3

TRADEMARK  
REEL: 1771 FRAME: 0863

RECORDED: 10/07/2005

TRADEMARK  
REEL: 003235 FRAME: 0917