

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Priority Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infiltrator Systems, Inc		10/31/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2950091	QUICK4	
Registration Number:	2800719	3050	
Registration Number:	2759248	POSILOCK	
Registration Number:	2636588	CONTOUR CHAMBER	
Registration Number:	2583491	CONTOUR WEDGE	
Registration Number:	2583493	EQ 24	
Registration Number:	2583492	EQ 36	
Registration Number:	2583495	EQUALIZER 24	
Registration Number:	2583494	EQUALIZER 36	
Registration Number:	2531868	POLYTUFF	
Registration Number:	2615894	QUICKPLAY	
Registration Number:	2147541	INFILTRATOR	
Registration Number:	2138920	INFILTRATOR	
Registration Number:	2039712	EQUALIZER	

CH \$415.00 2950091

900061642

TRADEMARK
REEL: 003420 FRAME: 0263

Registration Number:	1974938	SIDEWINDER
Registration Number:	1815925	INFILTRATOR

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: sachin.kohli@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Sachin Kohli

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	14082.0244
NAME OF SUBMITTER:	Sachin Kohli
Signature:	/Sachin Kohli/
Date:	11/02/2006

Total Attachments: 6

source=InfiltratorTrademark Security Agreement#page1.tif

source=InfiltratorTrademark Security Agreement#page2.tif

source=InfiltratorTrademark Security Agreement#page3.tif

source=InfiltratorTrademark Security Agreement#page4.tif

source=InfiltratorTrademark Security Agreement#page5.tif

source=InfiltratorTrademark Security Agreement#page6.tif

EXECUTION COPY

SECOND PRIORITY TRADEMARK SECURITY AGREEMENT

THE LIENS AND SECURITY INTERESTS SECURING THE INDEBTEDNESS AND OTHER OBLIGATIONS INCURRED OR ARISING UNDER OR EVIDENCED BY THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY WITH RESPECT TO SUCH LIENS ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "INTERCREDITOR AGREEMENT") DATED AS OF OCTOBER 31, 2006 AMONG (I) WATER SYSTEMS HOLDINGS L.P., A DELAWARE LIMITED PARTNERSHIP ("HOLDINGS"), STI INCORPORATED, A CONNECTICUT CORPORATION ("STI"), AND INFILTRATOR SYSTEMS, INC., A CONNECTICUT CORPORATION ("BORROWER"; BORROWER, STI, HOLDINGS AND EACH PERSON WHO GUARANTEES OR OTHERWISE GRANTS A LIEN ON ITS ASSETS TO SECURE A FIRST LIEN OBLIGATION (AS DEFINED IN THE INTERCREDITOR AGREEMENT) SHALL HEREIN BE REFERRED TO AS A "FIRST LIEN CREDIT PARTY"), (II) MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., AS ADMINISTRATIVE AGENT (IN SUCH CAPACITY, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS IN SUCH CAPACITY, THE "FIRST LIEN AGENT") ON BEHALF OF THE FIRST LIEN LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND (III) AMERICAN CAPITAL FINANCIAL SERVICES, INC., A DELAWARE CORPORATION, AS AGENT (IN SUCH CAPACITY, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS IN SUCH CAPACITY, THE "SECOND LIEN AGENT") ON BEHALF OF THE SECOND LIEN LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), TO THE LIENS AND SECURITY INTERESTS SECURING INDEBTEDNESS (INCLUDING, WITHOUT LIMITATION, INTEREST) OWED BY THE FIRST LIEN CREDIT PARTIES PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF OCTOBER 31, 2006 AMONG THE BORROWER, THE FIRST LIEN AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH SECOND AMENDED AND RESTATED CREDIT AGREEMENT IS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AS PERMITTED BY THE INTERCREDITOR AGREEMENT, AND THE OTHER FIRST LIEN LOAN DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND TO THE LIENS AND SECURITY INTERESTS SECURING INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER SUCH AGREEMENTS; AND EACH PARTY TO THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND PRIORITY TRADEMARK SECURITY AGREEMENT

THIS SECOND PRIORITY TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of October, 2006 by Infiltrator Systems, Inc., a Connecticut corporation ("Grantor"), in favor of American Capital Financial Services, Inc., in its capacity as Agent for the Lenders party to the Note Purchase Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Note Purchase Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which Lenders have agreed to make loans and extend other financial accommodations to Grantor;

WHEREAS, pursuant to the terms of a certain Second Priority 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 second priority security interest in substantially all of the assets of Grantor including a second priority 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 Note Purchase 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 Note Purchase Agreement and Security Agreement. The Note Purchase 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 Second Priority 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 second priority 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.

3. Intercreditor Matters. Notwithstanding anything to the contrary herein, the rights and remedies of the parties under this Agreement shall be subject in all respects to the provisions of the Intercreditor Agreement dated as of the date hereof. In the event of a conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature Page to Follow]

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

INFILTRATOR SYSTEMS, INC.

By *Robert F. M. [Signature]*

Title _____

Agreed and Accepted
As of the Date First Written Above

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.

By: _____

Name: _____

Title: _____

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

INFILTRATOR SYSTEMS, INC.

By _____

Title _____

Agreed and Accepted
As of the Date First Written Above

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.

By: _____

Name: _____

KENNETH E. JOLOS

Title: _____

VICE PRESIDENT

SCHEDULE 1

TRADEMARK REGISTRATIONS

PENDING/REGISTERED UNITED STATES

MARK	REGISTRATION / APPLICATION NO.	DATE FILED / REGISTERED
QUICK4	2,950,091	5/10/05
3050	2,800,719	12/30/03
POSILOCK	2,759,248	09/02/03
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 24	2,583,495	06/18/02
EQUALIZER 36	2,583,494	06/18/02
POLYTUFF	2,531,868	01/22/02
QUICKPLAY	2,615,894	09/03/02
INFILTRATOR AND DESIGN	2,147,541	03/31/98
INFILTRATOR (CL 42)	2,138,920	02/24/98
EQUALIZER	2,039,712	02/25/97
SIDEWINDER	1,974,938	05/21/96
INFILTRATOR (CL 19)	1,815,925	01/11/94