

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
EZFLOW, L.P. (formerly known as Ring Industrial Group, L.P.)		06/01/2009	LIMITED PARTNERSHIP: TENNESSEE
RECEIVING PARTY DATA			
Name:	GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc.), as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2785112	EZ FLOW	
Registration Number:	3514543		
Registration Number:	3596189	EZ DOES IT.	
Registration Number:	3483291	EZ FLOW	
Registration Number:	3333212	RING INDUSTRIAL	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$140.00 2785112

ATTORNEY DOCKET NUMBER:	5125.110
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/04/2009
Total Attachments: 5 source=EZflow Trademark Security Agreement#page1.tif source=EZflow Trademark Security Agreement#page2.tif source=EZflow Trademark Security Agreement#page3.tif source=EZflow Trademark Security Agreement#page4.tif source=EZflow Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of June, 2009, by EZFLOW, L.P., a Tennessee limited partnership (formerly known as Ring Industrial Group, L.P., a Tennessee limited partnership, "Grantor"), in favor of GE BUSINESS FINANCIAL SERVICES INC. (formerly known as 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, Infiltrator Systems, Inc. ("Borrower"), Grantee and Lenders are parties to a certain Second Amended and Restated Credit Agreement dated as of October 31, 2006 (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 Borrower by Lenders; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement dated as of October 31, 2006 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 Borrower 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.

EZFLOW, L.P. (formerly known as Ring Industrial Group, L.P.)

By 
Title Chief Financial Officer of EZFlow GP, LLC, its General Partner

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES
INC. (formerly known as 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.

EZFLOW, L.P. (formerly known as Ring Industrial Group, L.P.)

By _____
Title _____

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES
INC. (formerly known as Merrill Lynch
Business Financial Services Inc.), as
Administrative Agent

By 
Title Patricia Woltzman
Duly Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
EZFLOW	2785112	11/18/2003
Design only (blue color)	3514543	10/14/2008
EZ DOES IT.	3596189	03/24/2009
EZ FLOW	3483291	08/12/2008
RING INDUSTRIAL	3333212	11/13/2007

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
EZ & design	76/663460	07/21/2006