

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.		10/11/2011	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85254420	LOW PROFILE	
Serial Number:	85254373	... LP	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
Email:	jhannon@kslaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	James M. Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09631.009146		
NAME OF SUBMITTER:	James M. Hannon		
Signature:	/James M. Hannon/		

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**TRADEMARK
 REEL: 004639 FRAME: 0679**

Date:

10/11/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 11, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Third Amended and Restated Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among Infiltrator Systems, Inc. ("Borrower"), the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Borrower, Water Systems Holdings, LP. ("Holdings"), STI Incorporated ("STI"), Infiltrator Systems Canada, Inc. ("Infiltrator Canada"), ISI Pipe, LLC ("ISI"), EZflow, L.P. ("EZflow"), and EZflow GP, LLC ("EZflow GP") (each of Borrower, Holdings, Infiltrator, STI, Infiltrator Canada, ISI, EZflow and EZflow GP, individually, a "Debtor" and collectively the "Debtors") have agreed, pursuant to the Second Amended and Restated Security Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Second A&R Security Agreement") in favor of the Agent, to guarantee the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Second A&R Security Agreement, each Debtor hereby reaffirms its prior grant of security interests pursuant to that certain Amended and Restated Security Agreement dated as of October 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Original Security Agreement"); and

WHEREAS, pursuant to the terms of the Second A&R Security Agreement, Debtors have granted to the Agent, for the benefit of Lenders, a security interest in substantially all of the assets of each Debtor and each Grantor, as a Debtor, is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second A&R Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Debtors, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto but excluding any Trademarks which would constitute Excluded Property;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Second A&R Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second A&R Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

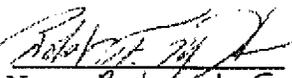
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INFILTRATOR SYSTEMS, INC.
as Grantor

By: 
Name: Robert F. McHugh
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

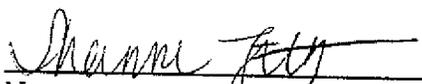
TRADEMARK
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INFILTRATOR SYSTEMS, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Shannon C. Fritz
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut)
COUNTY OF Middlesex) ss.

On this day of October, 2011, before me personally appeared Robert E. McHugh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Infiltrator Systems, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of Infiltrator Systems, Inc.

W. Duane Burns
Notary Public
Comm. Expires: 10/31/12

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

None

B. TRADEMARK APPLICATIONS FOR REGISTRATION

Mark	Appl. No.	Filing Date	Owner
LOW PROFILE	85/254,420	3/1/2011	Infiltrator Systems, Inc.
...LP	85/254,373	3/1/2011	Infiltrator Systems, Inc.