

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Drainage Systems, Inc.		06/28/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Diversified Sales, Inc.		
Street Address:	21300 Victory Blvd.		
Internal Address:	Suite 215		
City:	Woodland Hills		
State/Country:	CALIFORNIA		
Postal Code:	91367		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3409646	DRAINTECH	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-988-3303		
Email:	laura.mcneely@dbr.com		
Correspondent Name:	Robert E. Cannuscio		
Address Line 1:	One Logan Square		
Address Line 2:	Suite 2000		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	009821-498869		
NAME OF SUBMITTER:	Robert E. Cannuscio		
Signature:	/Robert E. Cannuscio/		

OP \$40.00 3409646

Date:

06/28/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of June 28, 2013, is by ADVANCED DRAINAGE SYSTEMS, INC., a Delaware corporation ("Parent"), in favor of NATIONAL DIVERSIFIED SALES, INC., a Delaware corporation ("Buyer").

RECITALS:

WHEREAS, Buyer, Parent, and ADS Structures, Inc. ("Structures") are parties to a certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Buyer is acquiring certain assets of Parent and Structures, upon the terms and subject to the conditions more fully set forth therein;

WHEREAS, Parent (and/or one or more of its Affiliates) is the owner of or has adopted, used and is using the marks listed on Schedule 1 hereto (hereinafter, collectively the "Assigned Trademarks"), one of which is registered in the U.S. Patent and Trademark Office, and owns all right, title and interest to the same, including the goodwill associated therewith;

WHEREAS, Buyer wishes to acquire all of Parent's and its Affiliates' right, title and interest in the Assigned Trademarks in the applicable jurisdictions; and

WHEREAS, the execution and delivery of this Agreement by Parent is a condition to the obligation of Buyer to consummate the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Parent hereto covenants and agrees as follows (all capitalized terms used in this Agreement and not defined herein shall have the same meanings ascribed to such terms in the Asset Purchase Agreement):

1. Incorporation of Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by reference.

2. Assignment of Assigned Trademarks. Parent, on behalf of itself and its Affiliates, does hereby assign unto Buyer all right, title, and interest in and to the Assigned Trademarks in the applicable jurisdictions, together with the goodwill of the business symbolized by the Assigned Trademarks. Parent, on behalf of itself and its Affiliates, further assigns to Buyer any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Assigned Trademarks, the right to sue, bring actions and recover and hold damages, profits and other compensation for any and all past, present and future infringements and unauthorized uses of the Assigned Trademarks. Parent and Buyer hereby consent to and request recordation of this Agreement and further authorize and request that all official documents and communications relating to the Assigned Trademarks issue and deliver to Buyer, its attorneys, agents, successors or assigns.

3. Further Assurances. Parent, on behalf of itself and its Affiliates, covenants and agrees that it shall, at the request of Buyer or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to

carry out the intent of this Agreement, and to transfer and vest title to and in the Assigned Trademarks and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assigned Trademarks assigned, transferred and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.

4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to conflicts of law principles that would require the application of any other law, and shall also be governed by federal law, to the extent applicable.

5. Notices. All communications to be made under this Agreement shall be made in writing and in accordance with Section 8.6 of the Asset Purchase Agreement.

6. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

7. Assignment. This Agreement will be binding upon, enforceable by and inure solely to the benefit of, the parties and their respective permitted successors and assigns. This Agreement shall not be assigned by any party hereto without the prior written consent of the non-assigning party, except that Buyer may assign its rights (but not delegate its obligations) hereunder to any Affiliate of Buyer. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to or will confer upon any Person, other than the parties to this Agreement and their respective heirs, successors and assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Notwithstanding any provision herein to the contrary, Buyer may collaterally assign its rights hereunder to its lenders, or to any Person in connection with the sale of all or substantially all of the assets or business of Buyer. Nothing in this Agreement, expressed or implied, is intended to or shall constitute the parties hereto partners or participants in a joint venture.

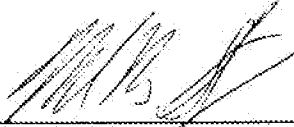
8. Terms of the Asset Purchase Agreement. Parent acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. Any controversy, claim or dispute arising out of or relating to this Agreement shall be considered a Dispute subject to Section 8.9 of the Asset Purchase Agreement and the dispute resolution provisions thereof.

[Signature Page Follows]

Dated: 6/18/13

**ADVANCED DRAINAGE SYSTEMS,
INC.**

By _____


Name: Mark B. Sturgeon
Title: Chief Financial Officer,
Executive Vice President,
Secretary and Treasurer

STATE OF OHIO
COUNTY OF FRANKLIN

On this 28th day of June, 2013, before me a Notary Public, personally appeared Mark B. Sturgeon, known personally to me to be the Chief Financial Officer, Executive Vice President, Secretary and Treasurer of Advanced Drainage Systems, Inc. and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Nina L. Puluso
Notary Public, State of Ohio
My Commission Expires 09-20-2015


Notary Public

My commission expires: _____

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005060 FRAME: 0148

Schedule 1

Assigned Trademarks

Mark

DRAINTECH

Country

US

Registration No.

3409646

PRO+

Unregistered