

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Capital, Ltd.		05/11/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Infiltrator Systems, Inc.		
Street Address:	4 Business Park Road		
City:	Old Saybrook		
State/Country:	CONNECTICUT		
Postal Code:	06475		
Entity Type:	CORPORATION: CONNECTICUT		
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	
Registration Number:	1974938	SIDEWINDER	
Registration Number:	1815925	INFILTRATOR	
CORRESPONDENCE DATA			
Fax Number:	6508134848		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6508134800
Email: patents@dechert.com
Correspondent Name: Dechert LLP
Address Line 1: 2440 W. El Camino Real
Address Line 2: Suite 700
Address Line 4: Mountain View, CALIFORNIA 94049

ATTORNEY DOCKET NUMBER:	376432-388027
NAME OF SUBMITTER:	Violetta Kokolus
SIGNATURE:	/Violetta Kokolus/
DATE SIGNED:	05/21/2015

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Release") is made as of May 11, 2015 ("Effective Date") by American Capital, Ltd. (as successor by merger to American Capital Financial Services, Inc.) (the "Administrative Agent"), in favor of Infiltrator Systems, Inc., a Connecticut corporation ("Grantor").

WHEREAS, pursuant to a certain Note Purchase Agreement dated October 31, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among Grantor, Administrative Agent, and the Lenders (as defined therein) from time to time party thereto and Administrative Agent, as agent for the Lenders, the Lenders agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor, the Administrative Agent, and certain other affiliates of Grantor and Administrative Agent entered into that certain Second Priority Security Agreement, dated October 31, 2006 (the "Security Agreement"), wherein Grantor granted to the Administrative Agent, for the benefit of itself and the Lenders, a second priority security interest in all of their right, title and interest in, to and under substantially all of the assets of the Grantor;

WHEREAS, pursuant to the Security Agreement, Grantor and the Administrative Agent entered into that certain Second Priority Patent Security Agreement dated October 31, 2006, as amended on October 31, 2008 (collectively, the "Patent Security Agreement") to record the security interest with respect to the Patent Collateral (as defined in the Patent Security Agreement) and New Patents (as defined in the Patent Security Agreement), including those items set forth in Schedule A attached hereto (collectively, the "Released Patent Collateral"), recorded with the United States Patent and Trademark Office on November 2, 2006, at Reel 018463, Frame 0693, and on November 3, 2008, at Reel 021773, Frame 0179;

WHEREAS, pursuant to the Security Agreement, Grantor and the Administrative Agent entered into that certain Second Priority Copyright Security Agreement dated October 31, 2006 (the "Copyright Security Agreement") to record the security interest with respect to the Copyright Collateral (as defined in the Copyright Security Agreement), including those items set forth on Schedule B hereto (collectively, the "Released Copyright Collateral"), recorded with the United States Copyright Office on December 15, 2006, at Volume 3546, Page 378;

WHEREAS, pursuant to the Security Agreement, Grantor and the Administrative Agent entered into that certain Second Priority Trademark Security Agreement dated October 31, 2006 (the "Trademark Security Agreement") to record the security interest with respect to the Trademark Collateral (as defined in the Trademark Security Agreement), including those items set forth on Schedule C hereto (collectively, the "Released Trademark Collateral" and, together with the Released Copyright Collateral and the Released Patent Collateral, the "Released Collateral"), recorded with the United States Patent and Trademark Office on November 2, 2006, at Reel 003420, Frame 0263; and

WHEREAS, Grantor has satisfied the terms of the Security Agreement and requests a specific release of the security interest granted and recorded against the Released Collateral.

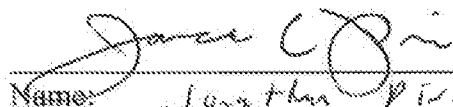
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, on behalf of itself and the Lenders (i) terminates the Patent Security Agreement, Copyright Security Agreement, and the Trademark Security Agreement and releases and re-assigns to Grantor any and all liens, security interests, right, title and interest it may have in, to and under the Released Collateral; (ii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office and United States Copyright Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under the Security Agreement with respect to the Released Collateral.

This Release 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.

* * * * *

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed, on behalf of itself and the Lenders, by its duly authorized representative effective as of the Effective Date.

American Capital, Ltd.


Name: Jonathan P. Isha
Title: Vice Pres. of Assoc. Gen. Counsel

SCHEDULE A

ISSUED PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Date Issued</u>
Leaching System Conduit	4,759,661	7/26/1988
Leaching System conduit with High Rigidity Joint	5,017,041	5/21/1991
Leaching System Conduit with Sub-Arch	5,156,488	10/20/1992
Leaching System Conduit with Interlocking End Joint	5,336,017	8/9/1994
Leaching System Conduit with Cantilevered Leg Joint	5,401,116	3/28/1995
Gas/Assisted Injection Molding of Hollow Ribbed Article	5,401,459	3/28/1995
Leaching Chamber with Perforated Web Sidewall	5,511,903	4/30/1996
Leaching Chamber with Angled End	5,588,778	12/31/1996
Corrugated Leaching Chamber with Hollow Ribbing	5,716,163	2/10/1998
Leaching Chamber Endplate	5,839,844	11/24/1998
Leaching Chamber Endplate	6,602,023	8/5/2003
Method for Circulation Pressurized Fluids to Improve Gas Channel Cooling	6,680,011	1/20/2004
Radial Flow Septic Tank	6,814,863	11/09/2004
Pipe Seal	6,994,355	2/7/2006
Mold Components Having a Conformal Thermal Management System and Methods for Manufacturing Same	7,004,221	2/28/2006
Faceted End Cap for Chamber	7,008,138	3/7/2006
Corrugated Stormwater Chamber	7,052,209	5/30/2006
Stormwater Management System	7,118,306	10/10/2006
Corrugated Leaching System	7,189,027	3/13/2007
Bunker Drainage System for Sand Bunker	7,207,747	4/24/2007
Latch for Leaching Chamber	7,217,063	5/15/2007
Invert Elevation Changer Adapter	7,273,330	9/25/2007
Stormwater chamber with changing corrugation width angle	7,306,399	12/11/2007
Leaching chamber having dosing pipe hanger	7,306,400	12/11/2007
Ergonomic Size Leaching Chamber	7,311,467	12/25/2007
Leaching Chambers Joined Together with Swivel Connections	7,351,006	4/1/2008
Anti-Rotation Stop for Chamber	7,364,384	4/29/2008
Leaching Chamber having Varying Slotted Wall Thickness	7,396,188	7/8/2008
Leaching Chamber with Varying Slot Opening Height	7,419,331	9/2/2008

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
Drainage System for Sand Bunker	10/012122	11/13/01

Swivel Connected Chambers	10/442810	05/20/03
Ergonomic Length Leaching Chamber	10/677770	10/01/03
Leaching Chamber with Inward Flaring Sidewall Perforations	10/677772	10/01/03
Corrugated Leaching Chamber	10/677938	10/01/03
Extruded Arch Shape Cross Section Chamber for Leaching for Stormwater Use	10/852884	05/24/03
Arch Shape Cross Section Chamber Having Corrugations with Flattened Web Segments	10/977,783	6/14/2007
Chamber having Corrugation with Flattened Web	10/977783	10/29/04
Chamber with Latch	10/992917	11/19/04
Leaching Chamber with Strengthened Dome End	11/018148	12/20/04
Leaching Chamber having Base Flange Lifting Cutouts	11/018197	12/20/04
Low Nest Height Leaching Chambers	11/018198	10/01/03
Leaching Chamber with Slide Plate for Dome End	11/018199	12/20/04
Leaching Chamber having Dosing Pipe Hanger	11/018200	12/20/04
Leaching Chamber with Drain Holes in Base Flange	11/018201	12/20/04
Method for Recycling Carpet and Articles Therefrom	11/142,014	6/01/05
Outwardly Dished End Cap for Storm Chamber	11/158562	06/22/05
Pop Up Stop for Chamber	11/190456	07/27/05
Invert Elevation Changer	11/280705	11/16/05
Molding an Inflare Sidewall	11/288904	11/29/05
Method of Forming a Groove in Plastic Article	11/289121	11/29/05
Storm Chamber with Changing Corrugation Width	11/441664	05/26/06
Leaching Chamber having High Leaching Area to Weight Ratio	11/717547	12/12/2007
Full Coverage Perforated Splash Plate for Leaching Chamber	11/801907	5/10/2007
Ribbed Top Chamber	12/074335	3/2/2008
Ribbed and corrugated leaching chamber	29/273336	7/23/2007
Splash Plate for Leaching Chamber End Cap	60/799593	05/10/06

SCHEDULE B

COPYRIGHT REGISTRATIONS

<u>Copyright Title</u>	<u>U.S. Registration No.</u>	<u>Date Issued</u>
Infiltrator chamber Systems Product Catalog, Radial Flow Septic Tank	TX6162409	06/15/2005

COPYRIGHT APPLICATIONS

N/A

SCHEDULE C

REGISTERED TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
QUICK4	2,950,091	5/10/2005
3050	2,800,719	12/30/2003
POSILOCK	2,759,248	09/02/2003
Contour Chamber	2,636,588	10/15/2002
Contour Wedge	2,583,491	06/18/2002
EQ 24	2,583,493	06/18/2002
EQ 36	2,583,492	06/18/2002
EQUALIZER 24	2,583,495	06/18/2002
EQUALIZER 36	2,583,494	06/18/2002
POLYTUFF	2,531,868	01/22/2002
QUICKPLAY	2,615,894	09/03/2002
INFILTRATOR AND DESIGN	2,147,541	03/31/1998
INFILTRATOR (CL 42)	2,138,920	02/24/1998
EQUALIZER	2,039,712	02/25/1997
SIDEWINDER	1,974,938	05/21/1996
INFILTRATOR (CL 19)	1,815,925	01/11/1994

TRADEMARK APPLICATIONS

N/A