

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342844

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GE Business Financial Services, Inc.	FORMERLY Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.	05/28/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Infiltrator Systems, Inc. (formerly known as Water Systems Acquisition Corp.)
<b>Street Address:</b>	4 Business Park Road
<b>City:</b>	Old Saybrook
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06475
<b>Entity Type:</b>	CORPORATION: CONNECTICUT

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2800719	3050
Registration Number:	2636588	CONTOUR CHAMBER
Registration Number:	2583491	CONTOUR WEDGE
Registration Number:	2583493	EQ 24
Registration Number:	2583492	EQ 36
Registration Number:	2039712	EQUALIZER
Registration Number:	2583495	EQUALIZER 24
Registration Number:	2583494	EQUALIZER 36
Registration Number:	1815925	INFILTRATOR
Registration Number:	2138920	INFILTRATOR
Registration Number:	2531868	POLYTUFF
Registration Number:	2615894	QUICKPLAY
Registration Number:	2759248	POSILOCK
Registration Number:	1974938	SIDEWINDER
Registration Number:	2950091	QUICK4
Serial Number:	76551903	ISOLATOR

CH \$440.00 2800719

Property Type	Number	Word Mark
Registration Number:	2147541	INFILTRATOR

**CORRESPONDENCE DATA**

**Fax Number:** 3128622200

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312-862-6371

**Email:** renee.prescan@kirkland.com

**Correspondent Name:** Renee Prescan

**Address Line 1:** 300 North LaSalle Street

**Address Line 2:** Kirkland & Ellis LLP

**Address Line 4:** Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	36666-15 RMP
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan
<b>SIGNATURE:</b>	/Renee M. Prescan/
<b>DATE SIGNED:</b>	05/29/2015

**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 28, 2015 ("Effective Date") by GE Business Financial Services Inc. (formerly known as Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.) (the "Administrative Agent"), in favor of Infiltrator Systems, Inc., a Connecticut corporation (formerly known as Water Systems Acquisition Corp.) ("Grantor").

**WHEREAS**, Grantor and Administrative Agent entered into that certain Security Agreement by and among Grantor, the Administrative Agent, and certain affiliates of Grantor and Administrative Agent dated September 29, 2005 (as amended or modified from time to time, the "Security Agreement"), wherein Grantor granted to the Administrative Agent as administrative agent on behalf itself and the Lenders (as defined in the Security Agreement) a security interest in substantially all of the assets of Grantor;

**WHEREAS**, pursuant to the Security Agreement, Grantor and Administrative Agent entered into that certain Patent Security Agreement dated September 29, 2005, as amended on October 31, 2006 (the "Patent Security Agreement") to record the security interest with respect to the Patent Collateral (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 October 5, 2005, at Reel 016621, Frame 0275, on November 1, 2006, at Reel 018463, Frame 0060, and on November 1, 2006, at Reel 018454, Frame 0896;

**WHEREAS**, pursuant to the Security Agreement, Grantor and Administrative Agent entered into that certain Copyright Security Agreement dated September 29, 2005 (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 October 6, 2005, at Volume 3528, Page 720;

**WHEREAS**, pursuant to the Security Agreement, Grantor and Administrative Agent entered into that certain Trademark Security Agreement dated September 30, 2005 (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 October 3, 2005, at Reel 003169, Frame 0535; 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.

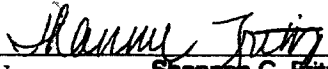
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, on behalf of itself and the Lenders (i) terminates the Patent Security Agreement, Copyright Security Agreement, and the Trademark Security Agreement 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.

**GE Business Financial Services, Inc.**

  
Name: Shannon C. Pritz  
Title: Duly Authorized Signatory

## SCHEDULE A

### ISSUED PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Date Issued</u>
Leaching System Conduit	4,759,661	07/26/1988
Leaching System Conduit with High Rigidity Joint	5,017,041	05/21/1991
Leaching System Conduit with Sub-Arch	5,156,488	10/20/1992
Leaching System Conduit with Interlocking End Joint	5,336,017	08/09/1994
Leaching System Conduit with Cantilevered Leg Joint	5,401,116	03/28/1995
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	08/05/2003
Method for Circulating Pressurized Fluids to Improve Gas Channel Cooling	6,680,011	01/20/2004
Radial Flow Septic Tank	6,814,863	11/09/2004
Pipe Seal	6,994,355	02/07/2006
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
Chamber with End Cap that Fits at End or Mid-Point	7,052,209	10/10/2006
Semi-Elliptical Cross Section Storm Water Chamber	7,118,306	10/10/2006

### PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
Latch for Leaching Chamber	10/992,917	11/19/2004
Chamber having Corrugation with Flattened Web	10/977,783	10/29/2004
Extruded Arch Shape Cross Section Chamber for Leaching or Stormwater Use	10/852,884	05/24/2003
Corrugated Leaching Chamber	10/677,938	10/01/2003
Leaching Chamber with Inward Flaring Sidewall Perforations	10/677,772	10/01/2003
Faceted End Cap	10/677,771	10/01/2003
Ergonomic Length Leaching Chamber	10/677,770	10/01/2003
Pipe Seal	10/677,769	10/01/2003
Leaching Chamber having Dosing Pipe Hanger	10/618,200	05/20/2004
Leaching Chambers Joined Together with Swivel	10/442,810	05/20/2003

Connections		
Storm Chamber with Changing Corrugation Width	11/441,664	05/26/2006
Method of Forming a Groove in Plastic Article	11/288,904	11/29/2005
Invert Elevation Changer	11/280,705	11/16/05
Anti-Rotation Stop for Chamber	11/190,456	07/27/2005
Outwardly Dished End Cap for Storm Chamber	11/158,562	06/22/2005
Splash Plate for Leaching Chamber End Cap	60/799,593	05/10/2006
Method for Recycling Carpet and Articles Made Therefrom	11/142014	6/1/2005
Leaching Chamber with Drain Holes in Base Flange	10/018,207	05/23/2003
Leaching Chamber with Slide Plate for Dome End	10/018,199	05/20/2003
Leaching Chamber with Strengthened Dome End	10/018,148	12/20/2004
Leaching Chamber with Drain Holes in Base Flange	11/018,201	12/20/2004
Leaching Chamber having Dosing Pipe Hanger	11/018,200	12/20/2004
Leaching Chamber with Slide Plate for Dome End	11/018,199	12/20/2004
Low-Nest Height Thermoplastic Leaching Chamber	11/018,198	12/20/2004
Leaching Chamber Having Base Flange Cutouts for Lifting	11/018,197	12/20/2004
Leaching Chamber with Strengthened Dome End	11/018,148	12/20/2004
Drainage System for Sand Bunker	10/012,122	11/13/2001
Method for Forming a Groove in a Thermoplastic Article	11/289,121	11/29/05

**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>
3050	2,800,719	12/30/2003
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	2,039,712	02/25/1997
EQUALIZER 24	2,583,495	06/18/2002
EQUALIZER 36	2,583,494	06/18/2002
INFILTRATOR (CL 19)	1,815,925	01/11/1994
INFILTRATOR (CL 42)	2,138,920	02/24/1998
INFILTRATOR AND DESIGN	2,147,541	03/31/1998
POLYTUFF	2,531,868	01/22/2002
QUICKPLAY	2,615,894	09/03/2002
POSILOCK	2,759,248	09/02/2003
SIDEWINDER	1,974,938	05/21/1996
QUICK4	2,950,091	05/10/2005

**TRADEMARK APPLICATIONS**

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Application Date</u>
ISOLATOR	76/551903	09/15/2003