

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342851

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		05/28/2015	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	ISI Polyethylene Solutions, LLC
<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>	LIMITED LIABILITY COMPANY: DELAWARE
<b>Name:</b>	EZflow, L.P.
<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: TENNESSEE
<b>Name:</b>	Infiltrator Systems, Inc.
<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: 3**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3537451	ARC
<b>Registration Number:</b>	3537452	ARC
<b>Registration Number:</b>	3287306	BIODIFFUSER

**CORRESPONDENCE DATA**

Fax Number: 3128622200

**TRADEMARK**

**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**

source=GE USPTO USCO Release 2 of 3#page1.tif  
source=GE USPTO USCO Release 2 of 3#page2.tif  
source=GE USPTO USCO Release 2 of 3#page3.tif  
source=GE USPTO USCO Release 2 of 3#page4.tif  
source=GE USPTO USCO Release 2 of 3#page5.tif  
source=GE USPTO USCO Release 2 of 3#page6.tif  
source=GE USPTO USCO Release 2 of 3#page7.tif

**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 General Electric Capital Corporation, a Delaware corporation (the “Administrative Agent”), in favor of ISI Polyethylene Solutions, LLC, a Delaware limited liability company (“ISI Poly”), Infiltrator Systems, Inc., a Connecticut corporation (“ISI”), and EZflow, L.P., a Tennessee limited partnership (“EZflow”) (ISI Poly, ISI, and EZflow are each referred to herein as a “Grantor,” and collectively, the “Grantors”).

**WHEREAS**, pursuant to the Third Amended and Restated Credit Agreement dated October 11, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), among ISI, the Lenders (as defined therein), and the L/C Issuer (as defined therein) from time to time party thereto and Administrative Agent, as agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer agreed to make extensions of credit to ISI upon the terms and subject to the conditions set forth therein;

**WHEREAS**, EZflow, ISI, the Administrative Agent, and certain other parties entered into that certain Second Amended and Restated Security Agreement, dated October 11, 2011 (the “Guaranty and Security Agreement”), wherein EZflow, ISI, and certain other parties granted to the Administrative Agent, for the benefit of itself and the Lenders, a lien on and security interest in all of their right, title and interest in, to and under substantially all of the assets of ISI, EZflow and certain other parties;

**WHEREAS**, pursuant to that certain Joinder To Second Amended And Restated Security Agreement dated November 18, 2011, ISI Poly became a party to the Guaranty and Security Agreement as a debtor, granting a similar lien on and security interest in its assets to the Administrative Agent;

**WHEREAS**, pursuant to the Guaranty and Security Agreement, ISI and the Administrative Agent entered into that certain Patent Security Agreement dated January 26, 2012 (the “First Patent Security Agreement”) to record the security interest with respect to the Patent Collateral (as defined in the First Patent Security Agreement), including those items set forth on Schedule A hereto (collectively, the “First Released Patent Collateral”), recorded with the United States Patent and Trademark Office on January 30, 2012, at Reel 027618, Frame 0271;

**WHEREAS**, pursuant to the Guaranty and Security Agreement, ISI and the Administrative Agent entered into that certain Patent Security Agreement dated December 20, 2012 (the “Second Patent Security Agreement”) to record the security interest with respect to the Patent Collateral (as defined in the Second Patent Security Agreement), including those items set forth on Schedule A hereto (collectively, the “Second Released Patent Collateral”), recorded with the United States Patent and Trademark Office on December 21, 2012, at Reel 029531, Frame 0560;

**WHEREAS**, pursuant to the Guaranty and Security Agreement, ISI and the Administrative Agent entered into that certain Patent Security Agreement dated October 11, 2011 (the "Third Patent Security Agreement") to record the security interest with respect to the Patent Collateral (as defined in the Third Patent Security Agreement), including those items set forth on Schedule A hereto (collectively, the "Third Released Patent Collateral"), recorded with the United States Patent and Trademark Office on October 11, 2011, at Reel 027046, Frame 0088;

**WHEREAS**, pursuant to the Guaranty and Security Agreement, EZflow and the Administrative Agent entered into that certain Patent Security Agreement dated December 10, 2012 (the "Fourth Patent Security Agreement" and, together with the First Patent Security Agreement, Second Patent Security Agreement, and Third Patent Security Agreement, the "Patent Security Agreements") to record the security interest with respect to the Patent Collateral (as defined in the Fourth Patent Security Agreement), including those items set forth on Schedule A hereto (collectively, the "Fourth Released Patent Collateral" and, together with the First Released Patent Collateral, Second Released Patent Collateral, and Third Released Patent Collateral, the "Released Patent Collateral"), recorded with the United States Patent and Trademark Office on December 21, 2012, at Reel 029531, Frame 0305;

**WHEREAS**, pursuant to the Guaranty and Security Agreement, ISI and Administrative Agent entered into that certain Trademark Security Agreement dated January 26, 2012 (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 B hereto (collectively, the "Released Trademark Collateral"), recorded with the United States Patent and Trademark Office on January 30, 2012, at Reel 004707, Frame 0216; and

**WHEREAS**, Grantor has satisfied the terms of the Guaranty and Security Agreement and requests a specific release of the security interest granted and recorded against the Released Patent Collateral and Released Trademark 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 Agreements and the Trademark Security Agreement and releases and re-assigns to Grantors any and all liens, security interests, right, title and interest it may have in, to and under the Released Patent Collateral and Released Trademark 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 Grantors; and (iii) authorizes and requests that the United States Patent and Trademark 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 Guaranty and Security Agreement with respect to the Released Patent Collateral and Released Trademark 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.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

\* \* \* \* \*

**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.

**General Electric Capital Corporation**

  
Name: Shannon C. Fritz  
Title: Duty Authorized Signatory

**SCHEDULE A**

**ISSUED PATENTS**

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Date Issued</u>
Corrugated Leaching Chamber with Hollow Pillar Supports	7,914,230	3/29/2011
Leaching Chamber with Continuous Curve Arch and Closely Spaced Corrugations	8,297,880	10/30/2012
Drainage Unit with External Covering and Method for Manufacture	8,256,990	9/04/2012
Adjustable Angle Coupler for Leaching Chamber Systems	7,160,059	1/9/2007
Coupling Structure for a Leaching Chamber	6,698,975	3/2/2004
Adjustable Angle Coupler for Leaching Chamber Systems	6,592,293	7/15/2003
Leaching Chamber	6,076,993	6/20/2000
Severable Leaching Chamber with End Cap	5,556,231	9/17/1996
Leaching Chamber	5,498,104	3/12/1996
Leaching Chamber	D474,524	5/13/2003
Leaching Chamber	D474,525	5/13/2003
Leaching Chamber	D538,387	3/13/2007
Leaching Chamber End Cap	D538,388	3/13/2007
Leaching Chamber	D537,912	3/6/2007
Leaching Chamber End Cap	D538,882	3/20/2007

**PATENT APPLICATIONS**

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
Leaching Chamber with Continuous Curve Arch and Closely Spaced Corrugations	12/283,169	9/9/2008
Corrugated Leaching Chamber Having Wide Peak Corrugations	12/824,162	6/26/2010
Leaching Chamber Family with Common End Connectors	12/824,192	6/27/2010
Leaching Chamber with Slide Plate for Dome End	11/018,199	12/20/2004
Leaching Chamber Joined Together with Swivel Connections	12/012,396	1/31/2008
Plastic Septic Tank Having Layered Composite Wall	12/455,774	6/5/2009
Corrugated Septic Tank with Strengthening Features	12/455,782	6/5/2009
Shaping a Large Plastic Tank for Economical Highway Transport	12/802,473	6/7/2010
Corrugated Leaching Chamber Having Wide Peak Corrugations	12/824,162	6/27/2010
Leaching Chamber Family with Common End Connectors	12/824,192	6/27/2010

Septic Tank Having Deformation-resisting Top Access Flange	12/872,387	8/31/2010
Cap-coupler for Leaching Chambers	13/052,105	3/20/2011
Leaching Chamber Having Pillars	13/070,905	7/5/2011
Leaching Chamber Having Pillars	13/073,953	3/28/2011
Leaching Chamber with Water-Permeable Barriers on Sidewalls	13/092,926	4/23/2011
Manipulating and Restraining a Two-Piece Septic Tank	61/449,595	3/4/2011
Plastic Tank Having a Clamped Joint	61/449,590	3/4/2011
Cover for Buried Tubular Aggregate Filled Drainage Unit	61/494,408	6/7/2011
Flexible Arch-Shaped Corrugated Structure	11/462,671	8/4/2006
Leaching Chamber Having Joint with Access Port	11/462,678	8/4/2006



**SCHEDULE B**

**REGISTERED TRADEMARKS**

<u>Trademark Title</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
ARC	3,537,451	11/25/2008
ARC (Stylized)	3,537,452	11/25/2008
BIODIFFUSER	3,287,306	9/4/2007

**TRADEMARK APPLICATIONS**

N/A