

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534891

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTERESTS IN TRADEMARKS (RELEASES RF 5566/0370)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch, as Collateral Agent		07/31/2019	Bank: GERMANY

RECEIVING PARTY DATA

Name:	ISI Polyethylene Solutions, LLC
Street Address:	4 BUSINESS PARK ROAD
City:	OLD SAYBROOK
State/Country:	CONNECTICUT
Postal Code:	06475
Entity Type:	Limited Liability Company: DELAWARE
Name:	EZFlow, L.P.
Street Address:	4 BUSINESS PARK ROAD
City:	OLD SAYBROOK
State/Country:	CONNECTICUT
Postal Code:	06475
Entity Type:	Limited Partnership: TENNESSEE
Name:	Infiltrator Water Technologies, LLC
Street Address:	4 BUSINESS PARK ROAD
City:	OLD SAYBROOK
State/Country:	CONNECTICUT
Postal Code:	06475
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2950091	QUICK4
Registration Number:	1815925	INFILTRATOR
Registration Number:	1974938	SIDEWINDER
Registration Number:	2039712	EQUALIZER
Registration Number:	2147541	INFILTRATOR
Registration Number:	2138920	INFILTRATOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2785112	EZ FLOW
Registration Number:	3483291	EZ FLOW
Registration Number:	3514543	
Registration Number:	3618285	FLOWTECH
Registration Number:	3537451	ARC
Registration Number:	3537452	ARC
Registration Number:	4683563	AQUAWORX
Registration Number:	4686796	
Registration Number:	4683554	AQUAWORX
Registration Number:	4665821	EZ SET

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0620
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	08/01/2019

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of July 31, 2019 (“Effective Date”) by Deutsche Bank AG New York Branch (“DBNY”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties, in favor of ISI Polyethylene Solutions, LLC, a Delaware limited liability company, EZFlow, L.P., a Tennessee limited partnership, an Infiltrator Water Technologies, LLC, a Delaware limited liability company (each a “Grantor” and collectively, the “Grantors”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the First Lien Security Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain First Lien Security Agreement dated as of May 27, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”), wherein Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors;

WHEREAS, pursuant to the First Lien Security Agreement, Grantors and the Collateral Agent entered into that certain First Lien Trademark Security Agreement dated May 27, 2015 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on July 1, 2015, at Reel 5566, Frame 0370;

WHEREAS, pursuant to the First Lien Security Agreement and the Trademark Security Agreement, each Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter acquired any right title or interest: (a) the registered and applied-for Trademarks of such Grantor listed on Schedule A hereto; and (b) all Proceeds of any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, Grantors have satisfied the terms of the First Lien Security Agreement and requests a specific release of the security interest granted and recorded against the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby, on behalf of itself and the Secured Parties (i) terminates the Trademark Security Agreement and releases any and all liens and security interests in the Trademark Collateral and re-assigns to the applicable Grantor any and all right, title and interest it may have in, to and under the Trademark Collateral; (ii) agrees that, at the Grantors’ sole cost and expense, it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to the applicable Grantor; 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 Collateral Agent's rights under the First Lien Security Agreement with respect to the Trademark Collateral.

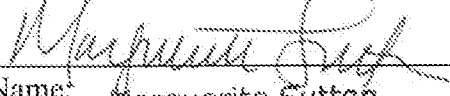
This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, the Collateral 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.

**DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent**

By: 
Name: Yumi Okabe
Title: Vice President

By: 
Name: Marguerite Sutton
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Reg. No./ App. No.	Reg. Date / Filing Date	Registered Owner / Grantor
QUICK4	2950091	5/10/2005	Infiltrator Water Technologies, LLC
INFILTRATOR	1815925	1/11/1994	Infiltrator Water Technologies, LLC
SIDEWINDER	1974938	5/21/1996	Infiltrator Water Technologies, LLC
EQUALIZER	2039712	2/25/1997	Infiltrator Water Technologies, LLC
INFILTRATOR and Design	2147541	3/31/1998	Infiltrator Water Technologies, LLC
INFILTRATOR	2138920	2/24/1998	Infiltrator Water Technologies, LLC
EZ FLOW	2785112	11/18/2003	EZFlow, L.P.
EZ FLOW	3483291	08/12/2008	EZFlow, L.P.
(misc. design)	3514543	10/14/2008	EZFlow, L.P.
FLOWTECH	3618285	5/12/2009	EZFlow, L.P.
ARC	3537451	11/25/2008	ISI Polyethylene Solutions, LLC
ARC and Design	3537452	11/25/2008	ISI Polyethylene Solutions, LLC
AQUAWORX design	4683563	2/10/2015	Infiltrator Water Technologies, LLC
INFILTRATOR design	4686796	2/17/2015	Infiltrator Water Technologies, LLC
AQUAWORX	4683554	2/10/2015	Infiltrator Water Technologies, LLC
EZ-SET	4665821	1/06/2015	Infiltrator Water Technologies, LLC