

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553290

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Infiltrator Water Technologies, LLC		12/13/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4683554	AQUAWORX
Registration Number:	4683563	AQUAWORX
Registration Number:	2039712	EQUALIZER
Registration Number:	4665821	EZ SET
Registration Number:	5628531	EZSNAP
Registration Number:	1815925	INFILTRATOR
Registration Number:	2138920	INFILTRATOR
Registration Number:	2147541	INFILTRATOR
Registration Number:	4686796	
Registration Number:	2950091	QUICK4

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

OP \$265.00 4683554

Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	039269-0620
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	12/13/2019
Total Attachments: 8 source=Project Ocean - Intellectual Property Security Agreement (Trademarks) Executed#page1.tif source=Project Ocean - Intellectual Property Security Agreement (Trademarks) Executed#page2.tif source=Project Ocean - Intellectual Property Security Agreement (Trademarks) Executed#page3.tif source=Project Ocean - Intellectual Property Security Agreement (Trademarks) Executed#page4.tif source=Project Ocean - Intellectual Property Security Agreement (Trademarks) Executed#page5.tif source=Project Ocean - Intellectual Property Security Agreement (Trademarks) Executed#page6.tif source=Project Ocean - Intellectual Property Security Agreement (Trademarks) Executed#page7.tif source=Project Ocean - Intellectual Property Security Agreement (Trademarks) Executed#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”), in favor of Barclays Bank PLC, as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

A. Advanced Drainage Systems, Inc., a Delaware corporation (the “Borrower”), has entered into the Credit Agreement, dated as of July 31, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the several banks and other financial institutions or entities from time to time party thereto (the “Lenders”), and the Administrative Agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of July 31, 2019, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Collateral, including without limitation certain Intellectual Property of the Grantors to the Administrative Agent, for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to all of the following property (except to the extent constituting Excluded Collateral) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles or logos and all registrations of and applications to register the foregoing (except for any applications filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(b), unless and until acceptable evidence of use of the mark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, if any, that, and during the period, if any, in which granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or of any registration that issues therefrom) and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations,

dilutions and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above; and

(b) any and all Proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

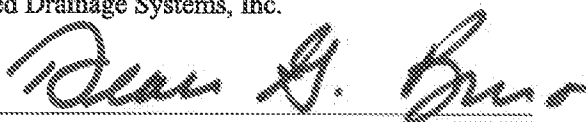
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.


(Signature page follows)

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


Advanced Drainage Systems, Inc.

By: 
Name: Dean G. Bruno
Title: Treasurer

Stormtech LLC

By: 
Name: Dean G. Bruno
Title: Treasurer

Infiltrator Water Technologies, LLC

By: 
Name: Dean G. Bruno
Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

Barclays Bank PLC,
as Administrative Agent

By: 
Name: Sean Duggan
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

Trademarks

Loan Party	Trademark/Service Mark	Status	Registration No.	Registration Date
Advanced Drainage Systems, Inc.	A/H (stylized)	Registered	3431741	5/20/2008
Advanced Drainage Systems, Inc.	ADD-A-BRANCH	Registered	4113354	3/20/2012
Advanced Drainage Systems, Inc.	ADS	Registered	896733	8/18/1970
Advanced Drainage Systems, Inc.	ADS (Stylized) and Pipe with Green Stripe Design (color)	Registered	2380640	8/29/2000
Advanced Drainage Systems, Inc.	ADS 3000	Registered	2201983	11/3/1998
Advanced Drainage Systems, Inc.	ADS ADVANCED DRAINAGE SYSTEMS, INC. & Pipe Design (color)	Registered	2207364	12/1/1998
Advanced Drainage Systems, Inc.	ADS-3000 TRIPLE WALL	Registered	2294599	11/23/1999
Advanced Drainage Systems, Inc.	ADVANCED DRAINAGE SYSTEMS, INC.	Registered	5344375	11/28/2017
Advanced Drainage Systems, Inc.	ADVANEDGE	Registered	1548284	7/18/1989
Advanced Drainage Systems, Inc.	BARRACUDA	Registered	5677527	2/19/2019
Advanced Drainage Systems, Inc.	BEND-A-DRAIN	Registered	4587478	8/19/2014
Advanced Drainage Systems, Inc.	BEND-A-DRAIN	Registered	4672755	1/13/2015
Advanced Drainage Systems, Inc.	Black Stripe Pipe Design	Registered	5298417	9/26/2017
Advanced Drainage Systems, Inc.	BLUE SEAL and Seal Design	Registered	2658352	12/10/2002
Advanced Drainage Systems, Inc.	Blue Stripe (color mark)	Registered	4434259	11/19/2013
Advanced Drainage Systems, Inc.	Blue Stripe Pipe Design (color)	Registered	3361042	12/25/2007
Advanced Drainage Systems, Inc.	CATCH-IT	Registered	3819997	7/20/2010
Advanced Drainage Systems, Inc.	CATCH-IT	Registered	5235629	7/4/2017
Advanced Drainage Systems, Inc.	CHANNEL-FLOW	Registered	899061	9/22/1970
Advanced Drainage Systems, Inc.	COEX	Registered	1279840	5/29/1984
Advanced Drainage Systems, Inc.	Double Black Band Pipe Design (color)	Registered	5603437	11/6/2018

Loan Party	Trademark/Service Mark	Status	Registration No.	Registration Date
Advanced Drainage Systems, Inc.	DOUBLE-Q	Registered	2407795	11/28/2000
Advanced Drainage Systems, Inc.	DRAIN GUARD	Registered	1014329	6/24/1975
Advanced Drainage Systems, Inc.	DURASLOT	Registered	1559018	10/3/1989
Advanced Drainage Systems, Inc.	ECOFIRST (Stylized & Design)	Registered	2642585	10/29/2002
Advanced Drainage Systems, Inc.	ENVIROHOOD	Registered	4316913	4/9/2013
Advanced Drainage Systems, Inc.	FATBOY	Registered	3459236	7/1/2008
Advanced Drainage Systems, Inc.	FLEXSTORM	Registered	3425831	5/13/2008
Stormtech LLC	GOLD	Registered	3093520	5/16/2006
Advanced Drainage Systems, Inc.	Gold Stripe Pipe Design	Registered	1420038	12/9/1986
Advanced Drainage Systems, Inc.	GRAIN-AIRE	Registered	1275186	4/24/1984
Advanced Drainage Systems, Inc.	Green Band on End of Pipe (color)	Registered	4043727	10/25/2011
Advanced Drainage Systems, Inc.	GREEN LINE POLYMERS	Registered	4351114	6/11/2013
Advanced Drainage Systems, Inc.	GREEN LINE POLYMERS and Design (color)	Registered	4351115	6/11/2013
Advanced Drainage Systems, Inc.	Green Stripe (on end of pipe)	Registered	2765879	9/16/2003
Advanced Drainage Systems, Inc.	Green Stripe Pipe Design	Registered	1120516	6/19/1979
Advanced Drainage Systems, Inc.	HANCOR	Registered	974523	12/11/1973
Advanced Drainage Systems, Inc.	HANCOR & Chevron Design	Registered	2225986	2/23/1999
Advanced Drainage Systems, Inc.	HI-Q	Registered	1569739	12/5/1989
Advanced Drainage Systems, Inc.	HPXR	Registered	5320989	10/31/2017
Advanced Drainage Systems, Inc.	HPXR and Design	Registered	5296504	9/26/2017
Advanced Drainage Systems, Inc.	INSERTA TEE	Registered	2277909	9/14/1999
Advanced Drainage Systems, Inc.	INSERTA TEE and Design	Registered	1660715	10/15/1991
Advanced Drainage Systems, Inc.	INSERTA WYE	Registered	4324903	4/23/2013
Advanced Drainage Systems, Inc.	INSERTA WYE and Design	Registered	4324904	4/23/2013
Advanced Drainage Systems, Inc.	INSERTACOUPLER	Registered	4902707	2/16/2016

Loan Party	Trademark/Service Mark	Status	Registration No.	Registration Date
Advanced Drainage Systems, Inc.	IRRI-DRAIN	Registered	1191180	3/2/1982
Stormtech LLC	ISOLATOR	Registered	3101180	6/6/2006
Advanced Drainage Systems, Inc.	LANDMAX	Registered	1986634	7/16/1996
Stormtech LLC	MEGA	Registered	4006471	8/2/2011
Advanced Drainage Systems, Inc.	MEGA GREEN	Registered	3617951	5/12/2009
Advanced Drainage Systems, Inc.	MPS	Registered	4722523	4/21/2015
Advanced Drainage Systems, Inc.	N-12	Registered	1525669	2/21/1989
Advanced Drainage Systems, Inc.	NEWLINER	Registered	5186668	4/18/2017
Advanced Drainage Systems, Inc.	NYLOPLAST	Registered	3427381	5/13/2008
Advanced Drainage Systems, Inc.	OUTFLOW MATS	Registered	5320699	10/31/2017
Advanced Drainage Systems, Inc.	POLYFLEX	Registered	4335196	5/14/2013
Advanced Drainage Systems, Inc.	SANITITE	Registered	4182180	7/31/2012
Advanced Drainage Systems, Inc.	SANITITE (Stylized and Design)	Registered	2984789	8/16/2005
Advanced Drainage Systems, Inc.	SB-2	Registered	1231115	3/15/1983
Advanced Drainage Systems, Inc.	SEPTIC STACK	Registered	4761208	6/23/2015
Advanced Drainage Systems, Inc.	SINGLE-Q	Registered	2401386	
Advanced Drainage Systems, Inc.	STORM-PURE	Registered	3089318	5/9/2006
Stormtech LLC	STORMTECH	Registered	2661510	12/17/2002
Stormtech LLC	STORMTECH and Design	Registered	2611659	8/27/2002
Advanced Drainage Systems, Inc.	STREAMFILTER	Registered	5216476	6/6/2017
Advanced Drainage Systems, Inc.	THE LATERAL CONNECTION SOLUTION	Registered	2335161	3/28/2000
Advanced Drainage Systems, Inc.	THE MOST ADVANCED NAME IN DRAINAGE SYSTEMS	Registered	2382437	9/5/2000
Advanced Drainage Systems, Inc.	THE MOST ADVANCED NAME IN WATER MANAGEMENT SOLUTIONS	Registered	5715662	4/2/2019

Loan Party	Trademark/Service Mark	Status	Registration No.	Registration Date
Advanced Drainage Systems, Inc.	TURF-FLOW	Registered	975325	12/25/1973
Advanced Drainage Systems, Inc.	WATER MANAGEMENT SOLUTIONS FOR A CHANGING WORLD	Registered	5206155	5/16/2017
Infiltrator Water Technologies, LLC	AQUAWORX	Registered	4683554	10-Feb-2015
Infiltrator Water Technologies, LLC	AQUAWORX and Design 	Registered	4683563	10-Feb-2015
Infiltrator Water Technologies, LLC	EQUALIZER	Registered	2039712	25-Feb-1997
Infiltrator Water Technologies, LLC	EZ-SET	Registered	4665821	06-Jan-2015
Infiltrator Water Technologies, LLC	EZSNAP	Registered	5628531	11-Dec-2018
Infiltrator Water Technologies, LLC	INFILTRATOR	Registered	1815925	11-Jan-1994
Infiltrator Water Technologies, LLC	INFILTRATOR	Registered	2138920	03-Mar-1997
Infiltrator Water Technologies, LLC	INFILTRATOR and Design 	Registered	2147541	03-Mar-1997
Infiltrator Water Technologies, LLC	Infiltrator Arches Design 	Registered	4686796	17-Feb-2015
Infiltrator Water Technologies, LLC	QUICK4	Registered	2950091	10-May-2005