

08-20-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab 1 of 1

To the Honorable Commissioner of Patents

100800579

original documents or copy thereof.

1. Name of conveying party(ies):

Infiltrator Systems, Inc.
4 Business Park Road
Old Saybrook, CT 06475

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Foothill Capital Corporation
Internal Address: 11111 Santa Monica Blvd.

Street Address:

City: Los Angeles State: CA ZIP: 90008

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: June 20, 98

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Internal Address:

78708X
Return To
National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

City:

State:

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41): \$ 360.00

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

7/16/1998 JSHABAZZ 00000054 5511903

FC:581

360.00 00

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

T. McGraw

Name of Person Signing

T. McGraw

Signature

6/29/98

Date

Total number of pages comprising cover sheet

7

CMB No. 0651-0011 (exp. 4/94)

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Commissioner of Patents and Trademarks
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Washington, D.C. 20231

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PATENT

REEL: 9386 FRAME: 0986

SCHEDULE 1A TO ASSIGNMENT
(PATENTS AND PATENT APPLICATIONS)

Patent No.	Patent Title	Date Issued
1. 5511903	Leaching Chamber with Perforated Web Sidewall	4/30/96
2. 5336017	Leaching System Conduit with Interlocking End Joint	8/9/94
3. 5716163	Corrugated Leaching Chamber with Hollow Ribbing	2/10/98
4. 5401459	Gas-Assisted Injection Molding of Hollow Ribbed Article	3/28/95
5. 5401116	Leaching System Conduit with Cantilevered Leg Joint	3/28/95
6. 5156488	Leaching System Conduit with Sub-Arch	10/20/92
7. 4759661	Leaching System Conduit	7/26/88
8. 5017041	Leaching System Conduit with High Rigidity Joint	5/21/91
9. 5588788	Leaching Chamber with Angled End	12/31/96



ASSIGNMENT

(PATENTS)

WHEREAS, Infiltrator Systems, Inc. ("Infiltrator") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, Infiltrator has assigned the Patents to Fleet National Bank (the "Assignor") as collateral security for certain obligations owing by Infiltrator to the Assignor;

WHEREAS, Infiltrator and Foothill Capital Corporation (the "Assignee") have entered into a Loan and Security Agreement dated as of June 26, 1998 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Infiltrator has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

WHEREAS, the Assignor is a party to a Termination and Release Agreement dated as of June 29, 1998 (the "Termination Agreement") between and among Assignor and Infiltrator;

WHEREAS, pursuant to the Termination Agreement, the Assignor has terminated its security interest in all right, title and interest of the Assignor in, to and under the Collateral;

WHEREAS, to affect such termination and the grant by Infiltrator to Assignee of a security interest in the Collateral, Assignor has assigned to Assignee its security interest in all right, title and interest of Assignor in, to and under the Collateral; and

WHEREAS, the Assignor does not warrant any of the representations made herein, but by this assignment agrees to assign whatever rights it may have.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral.

Infiltrator does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor and Infiltrator have caused this Assignment to be duly executed by their respective officers thereunto duly authorized as of June 24, 1998.

ASSIGNOR:

FLEET NATIONAL BANK

By:

Donald J. Sheehan
Name: DONALD J. SHEEHAN
Title: SR. V.P.

AGREED AND CONSENTED TO:

INFILTRATOR SYSTEMS, INC.

By:

Name: _____
Title: _____



STATE OF CONNECTICUT

SS.:

COUNTY OF HARTFORD

On this 25 day of JUNE, 1998, before me personally came DONALD J. SHEEHAN, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the SR. V.P. of Fleet National Bank, a National Banking Association, and that he executed the foregoing instrument in the firm name of Fleet National Bank, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Susan B. Kelleher

SUSAN B. KELLEHER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2001



Infiltrator does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor and Infiltrator have caused this Assignment to be duly executed by their respective officers thereunto duly authorized as of June __, 1998.

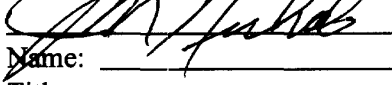
ASSIGNOR:

FLEET NATIONAL BANK

By: _____
Name: _____
Title: _____

AGREED AND CONSENTED TO:

INFILTRATOR SYSTEMS, INC.

By:  _____
Name: _____
Title: _____

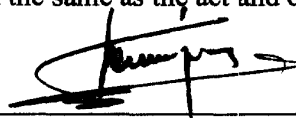


STATE OF New York

SS.:

COUNTY OF New York

On this 25th day of June, 1998, before me personally came James Nichols, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Infiltrator Systems, Inc., a Connecticut corporation, and that he executed the foregoing instrument in the firm name of Infiltrator Systems, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



METHODE NDIKUMANA
Notary Public, State of New York
No. 01680010007
Qualified in Westchester County
Commission Expires April 14, 2000

