

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Infiltrator Systems, Inc.	12/20/2012
RECEIVING PARTY DATA	
Name:	General Electric Capital Company
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8297880
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ssexton@kslaw.com
Correspondent Name:	Sally Sexton
Address Line 1:	1180 Peachtree Street NE
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	09631.009146
NAME OF SUBMITTER:	Sally Sexton
Total Attachments: 6 source=sa#page1.tif source=sa#page2.tif source=sa#page3.tif source=sa#page4.tif source=sa#page5.tif source=sa#page6.tif	

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PATENT

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 20, 2012, is made by Infiltrator Systems, Inc. ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Third Amended and Restated Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement dated as of October 11, 2011 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor, Water Systems Holdings, LP. ("Holdings"), STI Incorporated ("STI"), Infiltrator Systems Canada, Inc. ("Infiltrator Canada"), ISI Pipe, LLC ("ISI"), EZflow, L.P. ("EZflow"), and EZflow GP, LLC ("EZflow GP") (each of Grantor, Holdings, Infiltrator, STI, Infiltrator Canada, ISI, EZflow and EZflow GP, individually, a "Debtor" and collectively the "Debtors") have agreed, pursuant to the Second Amended and Restated Security Agreement dated as of October 11, 2011 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Second A&R Security Agreement") in favor of the Agent, to guarantee the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Second A&R Security Agreement, each Debtor reaffirmed its prior grant of security interests pursuant to that certain Amended and Restated Security Agreement dated as of October 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Original Security Agreement"); and

WHEREAS, pursuant to the terms of the Second A&R Security Agreement, Debtors granted to the Agent, for the benefit of Lenders, a security interest in substantially all of the assets of each Debtor and Grantor, as a Debtor, is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent entering into the Credit Agreement and to induce the Lenders and the L/C Issuer to continue to make their respective extensions of credit to the Grantor thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second A&R Security Agreement.

Section 2.     Grant of Security Interest in Patent Collateral. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Debtors and as confirmation of the security interest granted by Grantor to the Agent under the Second A&R Security Agreement, Grantor hereby ratifies such security interest and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):

- (a)     the Patent referred to on Schedule I hereto;
- (b)     all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c)     all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3.     Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Second A&R Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Second A&R Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.     Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 5.     Counterparts. This Patent Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6.     Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Infiltrator Systems, Inc.  
as Grantor

By: 

Name: *Robert F. McHugh*  
Title: *C. F. O.*

ACCEPTED AND AGREED  
as of the date first above written:  
GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_  
Name:  
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut )  
COUNTY OF Middlesex ) ss.

On this 20th day of December, before me personally appeared Robert F. McHugh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Infiltrator Systems, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that said instrument was signed on behalf of said company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of Infiltrator Systems, Inc.

Notary Public  
comm. expires: 10/31/17

[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

A. ISSUED U.S. PATENT

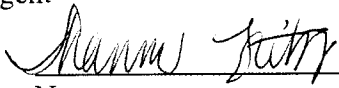
<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Owner</b>
Leaching Chamber with Continuous Curve Arch and Closely Spaced Corrugations	8,297,880	10/30/2012	Infiltrator Systems, Inc.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Infiltrator Systems, Inc.  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:  
GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name:  
Title: Its Duly Authorized Signatory

Shannon C. Fritz  
Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]