

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5868042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
INFILTRATOR WATER TECHNOLOGIES, LLC	12/13/2019

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

PROPERTY NUMBERS Total: 56

Property Type	Number
Patent Number:	10421236
Patent Number:	10427356
Patent Number:	10428510
Patent Number:	6994355
Patent Number:	7008138
Patent Number:	7052209
Patent Number:	7118306
Patent Number:	7189027
Patent Number:	7217063
Patent Number:	7273330
Patent Number:	7306400
Patent Number:	7311467
Patent Number:	7351006
Patent Number:	7351005
Patent Number:	7364384
Patent Number:	7396188
Patent Number:	7419331
Patent Number:	7419332
Patent Number:	7465122

PATENT

Property Type	Number
Patent Number:	7491015
Patent Number:	7841801
Patent Number:	7914230
Patent Number:	7914231
Patent Number:	8070005
Patent Number:	8151999
Patent Number:	8297880
Patent Number:	8322948
Patent Number:	8337119
Patent Number:	8740005
Patent Number:	8789714
Patent Number:	8801326
Patent Number:	8857641
Patent Number:	D630294
Patent Number:	9016979
Patent Number:	9045873
Patent Number:	9233775
Patent Number:	9260854
Patent Number:	9365993
Patent Number:	9752312
Patent Number:	9670660
Patent Number:	9809968
Patent Number:	9840040
Patent Number:	9850647
Patent Number:	9889986
Patent Number:	9273440
Application Number:	15365922
Application Number:	15171799
Application Number:	15954235
Application Number:	15201933
Application Number:	15256517
Application Number:	15432780
Application Number:	15413219
Application Number:	15413261
Application Number:	15805256
Application Number:	14993858
Application Number:	14444960

CORRESPONDENCE DATA**Fax Number:** (714)755-8290*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:** 12/13/2019**Total Attachments: 10**

source=Project Ocean - Intellectual Property Security Agreement (Patents) Executed#page1.tif
source=Project Ocean - Intellectual Property Security Agreement (Patents) Executed#page2.tif
source=Project Ocean - Intellectual Property Security Agreement (Patents) Executed#page3.tif
source=Project Ocean - Intellectual Property Security Agreement (Patents) Executed#page4.tif
source=Project Ocean - Intellectual Property Security Agreement (Patents) Executed#page5.tif
source=Project Ocean - Intellectual Property Security Agreement (Patents) Executed#page6.tif
source=Project Ocean - Intellectual Property Security Agreement (Patents) Executed#page7.tif
source=Project Ocean - Intellectual Property Security Agreement (Patents) Executed#page8.tif
source=Project Ocean - Intellectual Property Security Agreement (Patents) Executed#page9.tif
source=Project Ocean - Intellectual Property Security Agreement (Patents) Executed#page10.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 patents and patent applications, including, without limitation, each issued patent and patent application identified on Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iv) 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 thereof) and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto; 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

Patents

Loan Party	Title	Status	Patent/Application No.	Issue/Filing Date
Advanced Drainage Systems, Inc.	Liquid quality system with drag inducing portions	Issued	10,309,089	04-Jun-2019
Advanced Drainage Systems, Inc.	Pipe processing systems and methods	Issued	10,265,835	23-Apr-2019
Stormtech LLC	Corrugated stormwater chamber having sub-corrugations	Issued	10,253,490	09-Apr-2019
Advanced Drainage Systems, Inc.	Methods and assemblies for welding a gasket to a pipe section	Issued	10,247,334	02-Jan-2019
Advanced Drainage Systems, Inc.	Pipe with an outer wrap	Issued	10,077,857	18-Sep-2018
Advanced Drainage Systems, Inc.	Pipe with an outer wrap	Issued	10,077,856	18-Sep-2018
Advanced Drainage Systems, Inc.	Dome stormwater chamber	Issued	9,982,425	29-May-2018
Advanced Drainage Systems, Inc.	Pipe with embedded wire	Issued	9,958,091	01-May-2018
Advanced Drainage Systems, Inc.	Corrugated stormwater chamber having sub-corrugations	Issued	9,885,171	06-Feb-2018
Advanced Drainage Systems, Inc.	Drainage chamber	Issued	D806,827	02-Jan-2018
Advanced Drainage Systems, Inc.	Enclosed media fluid filtration device	Issued	9,839,864	12-Dec-2017
Advanced Drainage Systems, Inc.	Pipe with an outer wrap	Issued	9,759,354	12-Sep-2017
Advanced Drainage Systems, Inc.	Systems and methods for coupling pipe with angled coupling mechanism	Issued	9,739,406	22-Aug-2017
Advanced Drainage Systems, Inc.	Methods and assemblies for welding a gasket to a pipe section	Issued	9,216,561	22-Dec-2015
Advanced Drainage Systems, Inc.	Multi-wall corrugated pipe couplings and methods	Issued	8,820,800	02-Sep-2014
Advanced Drainage Systems, Inc.	Coring tool alignment assembly	Issued	8,770,897	08-Jul-2014
Advanced Drainage Systems, Inc.	Corrugated pipe with outer layer	Issued	8,733,405	27-May-2014
Advanced Drainage Systems, Inc.	Systems and methods for making multi-wall corrugated pipe	Issued	8,579,624	12-Nov-2013

Loan Party	Title	Status	Patent/Application No.	Issue/Filing Date
Advanced Drainage Systems, Inc.	In-mold punch apparatus and methods	Issued	8,550,807	08-Oct-2013
Advanced Drainage Systems, Inc.	Pipe extrusion die flow path apparatus and method	Issued	8,496,460	30-Jul-2013
Advanced Drainage Systems, Inc.	Drainage system having an end cap for diverting fluid	Issued	8,425,147	23-Apr-2013
Advanced Drainage Systems, Inc.	Systems and methods for deforming an outer wall of pipe	Issued	8,398,914	19-Mar-2013
Advanced Drainage Systems, Inc.	Apparatus and method for pressing an outer wall of pipe	Issued	8,114,324	14-Feb-2012
Advanced Drainage Systems, Inc.	Extrusion die vacuum seals	Issued	7,988,438	02-Aug-2011
Advanced Drainage Systems, Inc.	Defined ratio dual-wall pipe die	Issued	7,980,841	19-Jul-2011
Advanced Drainage Systems, Inc.	Coupler for joining plastic and concrete pipe	Issued	7,690,691	06-Apr-2010
Advanced Drainage Systems, Inc.	Corrugated pipe with outer layer	Issued	7,484,535	03-Feb-2009
Advanced Drainage Systems, Inc.	Corrugated pipe with perforation protecting cover	Issued	7,451,784	18-Nov-2008
Advanced Drainage Systems, Inc.	Gasket	Issued	7,331,582	19-Feb-2008
Advanced Drainage Systems, Inc.	Pipe having a water-tight in-line bell	Issued	7,306,264	11-Dec-2007
Advanced Drainage Systems, Inc.	Watertight corrugated pipe gasket	Issued	7,185,894	06-Mar-2007
Advanced Drainage Systems, Inc.	Corrugation structure for pipe	Issued	7,063,108	20-Jun-2006
Advanced Drainage Systems, Inc.	Inlet collar for highway culverts	Issued	7,052,210	30-May-2006
Advanced Drainage Systems, Inc.	Gasket	Issued	6,948,718	27-Sep-2005
Advanced Drainage Systems, Inc.	Corrugated pipe	Issued	6,941,972	13-Sep-2005
Advanced Drainage Systems, Inc.	Corrugation structure for pipe	Issued	6,840,285	11-Jan-2005
Advanced Drainage Systems, Inc.	Pipe assembly for collecting surface water runoff and associated methods	Expired	6,702,517	09-Mar-2004
Advanced Drainage Systems, Inc.	Pipe structure and method of manufacture	Issued	6,660,199	09-Dec-2003
Advanced Drainage Systems, Inc.	Corrugated pipe with improved profile stability	Issued	6,644,357	11-Nov-2003

Loan Party	Title	Status	Patent/Application No.	Issue/Filing Date
Advanced Drainage Systems, Inc.	Apparatus for forming a reinforcing structure on an end of a pipe	Issued	6,565,350	20-May-2003
Advanced Drainage Systems, Inc.	Dome stormwater chamber	Pending	15/962,746	25-Apr-2018
Advanced Drainage Systems, Inc.	Pipe with embedded wire	Pending	15/954,437	16-Apr-2018
Advanced Drainage Systems, Inc.	Pipe with an outer wrap	Pending	15/594,859	15-May-2017
Advanced Drainage Systems, Inc.	Method for Installing a Liquid Quality System	Pending	16/193,580	16-Nov-2018
Stormtech LLC	Corrugated Stormwater Chamber Having Sub-Corrugations	Pending	16/352,316	13-Mar-2019
Infiltrator Water Technologies	Weld tab for multi-piece segmented tank	Issued	10,421,236	24-Sep-2019
Infiltrator Water Technologies, LLC	Method of molding a lined plastic storage tank	Pending	15/256517	
Infiltrator Water Technologies, LLC	Multi-ring plastic storage tanks and risers	Allowed	14/444960	
Infiltrator Water Technologies, LLC	Taper-wall riser with tab connectors	Pending	15/432780	
Infiltrator Water Technologies, LLC	Riser with undulating sidewall and lid	Not published	15/365922	
Infiltrator Water Technologies, LLC	Septic tank having a lid with access port	Not published	15/171799	
Infiltrator Water Technologies, LLC	Above ground tank with duplex annular weld	Pending	15/413219	
Infiltrator Water Technologies, LLC	Above ground tank with conical joint	Issued	10427356	01-Oct-2019
Infiltrator Water Technologies, LLC	Above ground tank with power core and clamp	Pending	15/413261	
Infiltrator Water Technologies, LLC	Leaching chamber having sidewall with fenced louvers	Pending	15/805256	
Infiltrator Water Technologies, LLC	Leaching unit having overhanging and perforated canopy	Issued	10,428,510	01-Oct-2019
Infiltrator Water Technologies, LLC	Fabricating a plastic stormwater chamber	Pending	14/993858	
Infiltrator Water Technologies, LLC	Bulldog leach chamber with vented pillars	Not published	15/954235	
Infiltrator Water Technologies, LLC	Drainage unit having a wrapping which block infrared	Not published	15/201933	
Infiltrator Water Technologies, LLC	Pipe seal	Issued	6994355	07-Feb-2006

Loan Party	Title	Status	Patent/Application No.	Issue/Filing Date
Infiltrator Water Technologies, LLC	Faceted end cap for leaching chamber	Issued	7008138	07-Mar-2006
Infiltrator Water Technologies, LLC	Corrugated stormwater chamber	Issued	7052209	30-May-2006
Infiltrator Water Technologies, LLC	Stormwater management system	Issued	7118306	10-Oct-2006
Infiltrator Water Technologies, LLC	Corrugated leaching chamber	Issued	7189027	13-Mar-2007
Infiltrator Water Technologies, LLC	Latch for leaching chamber	Issued	7217063	15-May-2007
Infiltrator Water Technologies, LLC	Invert elevation-change adapter	Issued	7273330	25-Sep-2007
Infiltrator Water Technologies, LLC	Leaching chamber having dosing pipe hanger	Issued	7306400	11-Dec-2007
Infiltrator Water Technologies, LLC	Ergonomic size leaching chamber	Issued	7311467	25-Dec-2007
Infiltrator Water Technologies, LLC	Leaching chambers joined together with swivel connections	Issued	7351006	01-Apr-2008
Infiltrator Water Technologies, LLC	Leaching system	Issued	7351005	01-Apr-2008
Infiltrator Water Technologies, LLC	Anti-rotation stop for chamber	Issued	7364384	29-Apr-2008
Infiltrator Water Technologies, LLC	Leaching chamber having varying slotted wall thickness	Issued	7396188	08-Jul-2008
Infiltrator Water Technologies, LLC	Leaching chamber with varying slot opening height	Issued	7419331	02-Sep-2008
Infiltrator Water Technologies, LLC	Leaching chamber with strengthened dome end	Issued	7419332	02-Sep-2008
Infiltrator Water Technologies, LLC	Leaching chamber having high leaching area to weight ratio	Issued	7465122	16-Dec-2008
Infiltrator Water Technologies, LLC	Outwardly dished end plate for stormwater chamber	Issued	7491015	17-Feb-2009
Infiltrator Water Technologies, LLC	Splash plate	Issued	7841801	30-Nov-2010
Infiltrator Water Technologies, LLC	Corrugated leaching chamber with hollow pillar supports	Issued	7914230	29-Mar-2011
Infiltrator Water Technologies, LLC	Leaching chamber having a diagonally ribbed top	Issued	7914231	29-Mar-2011
Infiltrator Water Technologies, LLC	Corrugated septic tank with strengthening features	Issued	8070005	06-Dec-2011
Infiltrator Water Technologies, LLC	Plastic septic tank having layered composite wall	Issued	8151999	10-Apr-2012

Loan Party	Title	Status	Patent/Application No.	Issue/Filing Date
Infiltrator Water Technologies, LLC	Leaching chamber with continuous curve arch and closely spaced corrugations	Issued	8297880	30-Oct-2012
Infiltrator Water Technologies, LLC	Leaching chamber having pillars	Issued	8322948	04-Dec-2012
Infiltrator Water Technologies, LLC	Leaching chamber having a dome shaped end portion for pivotably connecting with a second chamber end portion	Issued	8337119	25-Dec-2012
Infiltrator Water Technologies, LLC	Plastic tank having a clamped joint	Issued	8740005	03-Jun-2014
Infiltrator Water Technologies, LLC	Septic tank having deformation-resisting top access flange	Issued	8789714	29-Jul-2014
Infiltrator Water Technologies, LLC	Leaching chamber family with common end connectors	Issued	8801326	12-Aug-2014
Infiltrator Water Technologies, LLC	Manipulating and restraining a two piece septic tank	Issued	8857641	14-Oct-2014
Infiltrator Water Technologies, LLC	Corrugated leaching chamber	Issued	D630294	04-Jan-2011
Infiltrator Water Technologies, LLC	Plastic stormwater chamber made from separately molded half chambers	Issued	9016979	28-Apr-2015
Infiltrator Water Technologies, LLC	Leaching chamber with water-permeable barriers on sidewalls	Issued	9045873	02-Jun-2015
Infiltrator Water Technologies, LLC	Molded plastic stormwater chamber having a hinged top joint	Issued	9233775	12-Jan-2016
Infiltrator Water Technologies, LLC	Method for internally supporting a septic tank and an internal support article for a septic tank	Issued	9260854	16-Feb-2016
Infiltrator Water Technologies, LLC	Drainage unit having a quilt exterior	Issued	9365993	14-Jun-2016
Infiltrator Water Technologies, LLC	Fabricating a quilted drainage unit using a flat bed	Issued	9752312	05-Sep-2017
Infiltrator Water Technologies, LLC	Leaching unit having pillars and canopy	Issued	9670660	06-Jun-2017
Infiltrator Water Technologies, LLC	Leaching chamber having sidewall with fenced louvers	Issued	9809968	07-Nov-2017
Infiltrator Water Technologies, LLC	Plastic tank having fusion welded parts	Issued	9840040	12-Dec-2017
Infiltrator Water Technologies, LLC	Two piece plastic stormwater chamber having locking rod	Issued	9850647	26-Dec-2017
Infiltrator Water Technologies, LLC	Molded plastic water storage tank	Issued	9889986	13-Feb-2018

Loan Party	Title	Status	Patent/Application No.	Issue/Filing Date
Infiltrator Water Technologies, LLC	Fabricating a drainage unit having a quilted exterior surface	Issued	9273440	01-Mar-2016
StormTech LLC	Corrugated stormwater chamber having sub-corrugations	Issued	9,637,907	02-May-2017
StormTech LLC	Corrugated stormwater chamber having sub-corrugations	Issued	9,556,576	31-Jan-2017
StormTech LLC	Corrugated stormwater chamber having sub-corrugations	Issued	9,255,394	09-Feb-2016
StormTech LLC	End cap having integral pipe stub for use with stormwater chamber	Issued	7,237,981	03-Jul-2007
StormTech LLC	Corrugated stormwater chamber having sub-corrugations	Issued	8,672,583	18-Mar-2014
Advanced Drainage Systems, Inc.	Low-pressure dosing system for sewage disposal and associated methods	Issued	7661903	16-Feb-2010
Advanced Drainage Systems, Inc.	Multi-wall corrugated pipe couplings and methods	Issued	8820801	2-Sep-2014
Advanced Drainage Systems, Inc.	Corrugated drainage pipe with protuberances	Issued	9341289	17-May-2016
Advanced Drainage Systems, Inc.	Enclosed media fluid filtration device	Pending	15809931	10-Nov-2017
Stormtech, LLC	Solids retention in stormwater system	Issued	6991734	31-Jan-2006