

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI842960

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	Orenco Systems, Inc.	02/12/2025
RECEIVING PARTY DATA		
Company Name:	Barclays Bank PLC, as Collateral Agent	
Street Address:	745 Seventh Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	18526907	
Application Number:	18395279	
Patent Number:	7976713	
Patent Number:	10392281	
CORRESPONDENCE DATA		
Fax Number:	2127514864	
<i>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.</i>		
Phone:	2129061209	
Email:	jess.bajada-bartlett@lw.com	
Correspondent Name:	Mrs. Jessica Bajada-Bartlett	
Address Line 1:	1271 Avenue of the Americas	
Address Line 4:	New York, NEW YORK 10020	
ATTORNEY DOCKET NUMBER:	039269-0620	
NAME OF SUBMITTER:	Jessica Bajada-Bartlett	
SIGNATURE:	/Jessica Bajada-Bartlett/	
DATE SIGNED:	02/24/2025	
Total Attachments: 6		
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PATENT

REEL: 070301 FRAME: 0925

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 12, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Orenco Systems, Inc., an Oregon corporation (the "Grantor"), in favor of Barclays Bank PLC, as collateral agent (in such capacity, the "Collateral 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"), PNC Bank, National Association, as administrative agent under the Revolving Facility (as defined in the Credit Agreement) and the Collateral 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 Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of July 31, 2019, in favor of the Collateral 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 Grantor has granted a security interest in certain Collateral, including without limitation certain Intellectual Property of the Grantor to the Collateral 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of 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 Grantor or in which 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 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;

(b) (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;

(c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto; and

(d) any and all Proceeds of the foregoing.

SECTION 2. Recordation. The 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.

ORENCO SYSTEMS, INC.

By: Dean G. Bruno
Name: Dean G. Bruno
Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

Barclays Bank PLC,
as Collateral Agent

By: 
Name: Charlene Saldanha
Title: Vice President

SCHEDULE 1**U.S. COPYRIGHTS**

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Orenco Systems, Inc.	Orenco Systems.	01/16/1996	Issued	VA0000764501

U.S. PATENTS

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Orenco Systems, Inc.	Secondary Filtering and Discharging of Wastewater	July 12, 2011	Active	7,976,713
Orenco Systems, Inc.	Meander Septic Tank	August 27, 2019	Active	10,392,281
Orenco Systems, Inc.	Passive Self-Cleaning Filtration Method and Apparatus	Applied December 1, 2023	Pending	18/526,907
Orenco Systems, Inc.	Floating Docks	Applied December 22, 2023	Pending	18/395,279

U.S. TRADEMARKS

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
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Orenco Systems, Inc.	ADVANTEX	February 26, 2002	Active	2543458
Orenco Systems, Inc.	BIOTUBE	January 2, 1996	Active	1945676
Orenco Systems, Inc.	CHANGING THE WAY THE WORLD DOES WASTEWATER	March 14, 2000	Active	2328590
Orenco Systems, Inc.	DURAFIBER	August 8, 2023	Active	7133167
Orenco Systems, Inc.	DURALAST	August 15, 2023	Active	7135816
Orenco Systems, Inc.	FIBERLAST	September 19, 2023	Active	7171564
Orenco Systems, Inc.	ORENCO	March 28, 2000	Active	2335106
Orenco Systems, Inc.	ORENCO SYSTEMS	September 07, 1982	Active	1206980
Orenco Systems, Inc.	PRELOS	February 14, 2023	Active	6980082
Orenco Systems, Inc.	TANK SHIELD	September 19, 2023	Active	7170977
Orenco Systems, Inc.	VERICOMM	January 22, 2002	Active	2533057