

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.	FORMERLY Foothill Capital Corporation	09/28/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Infiltrator Systems, Inc.		
Street Address:	6 Business Park Road		
City:	Old Saybrook		
State/Country:	CONNECTICUT		
Postal Code:	06475		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1974938	SIDEWINDER	
Registration Number:	1815925	INFILTRATOR	
Registration Number:	1729383	INFILTRATOR	
Registration Number:	2063811	MAXIMIZER	
Registration Number:	2077902	POWER ARCH	
Registration Number:	2039712	EQUALIZER	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$165.00 1974938

ATTORNEY DOCKET NUMBER:	5125.110
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	10/07/2005
Total Attachments: 7 source=Infiltra#page1.tif source=Infiltra#page2.tif source=Infiltra#page3.tif source=Infiltra#page4.tif source=Infiltra#page5.tif source=Infiltra#page6.tif source=Infiltra#page7.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made and effective as of the date indicated below and is granted by Wells Fargo Foothill, Inc. (f/k/a Foothill Capital Corporation), a California corporation, with offices at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404 ("Releasor"), in favor of Infiltrator Systems, Inc., a Connecticut corporation, with offices at 6 Business Park Road, Old Saybrook, Connecticut 06475 ("Releasee").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of June 26, 1998 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement") by and among Releasee and Releasor, Releasor agreed to make loans and other financial accommodations to Releasee;

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Assignment (Trademarks), dated as of June 29, 1998 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Security Agreement) (collectively, the "Trademark Collateral"):

- (a) all trademarks, trademark registrations and trade names and all trademark applications that have been filed based upon use or based upon intent to use, provided that a statement of use or amendment to allege use has been filed as of the date of any Event of Default, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and (i) all renewals thereof; (ii) all income, royalties, damages and payments then or thereafter due or payable with respect thereto, including without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill; (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill; and (iv) all rights corresponding thereto throughout the world;
- (b) the goodwill of the Releasee's business connected with and symbolized by each trademark comprised in the Trademark Collateral; and
- (c) all proceeds and products of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 1771/Frame 862 on August 20, 1998 and Reel 2813/926 on September 2, 2003.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the security interest in and to

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the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement and/or the Trademark Security, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee.

Remainder of page intentionally left blank; signature pages follow.

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed
by its officer thereunto duly authorized, as of the 28 day of September 2005.

WELLS FARGO FOOTHILL, INC.
(formerly known as Foothill Capital Corporation)

By: Douglas Tindle
Name: Douglas Tindle
Title: VP

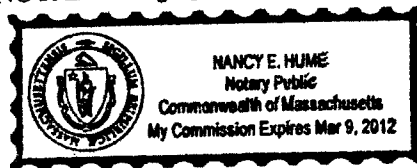
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts

COUNTY OF Suffolk

On this 28 day of September 2005, before me, the undersigned, personally appeared Douglas Tindie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Vice President, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nancy Hume
[NOTARY SEAL]



IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 28 day of September 2005.

WELLS FARGO FOOTHILL, INC.
(formerly known as Foothill Capital Corporation)

By: Douglas Tindle

Name: Douglas Tindle

Title: VP

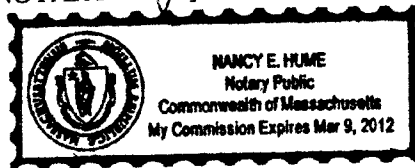
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts

COUNTY OF Suffolk

On this 28 day of September 2005, before me, the undersigned, personally appeared Douglas Tindle, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Vice President, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nancy Hume
[NOTARY SEAL]



TRADEMARK

REEL: 003171 FRAME: 0829

SCHEDULE A

<u>Marks</u>	<u>Reg. No.</u>
SIDEWINDER	1,974,938
INFILTRATOR	1,815,925
INFILTRATOR and design	1,729,383
MAXIMIZER	2,063,811
POWERARCH	2,077,902
EQUALIZER	2,039,712