

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346495

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ISI Polyethylene Solutions, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
EZFlow, L.P.		05/27/2015	LIMITED PARTNERSHIP: TENNESSEE
Infiltrator Water Technologies, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: GERMANY

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2950091	QUICK4
Registration Number:	1815925	INFILTRATOR
Registration Number:	1974938	SIDEWINDER
Registration Number:	2039712	EQUALIZER
Registration Number:	2147541	INFILTRATOR
Registration Number:	2138920	INFILTRATOR
Registration Number:	2785112	EZ FLOW
Registration Number:	3514543	
Registration Number:	3618285	FLOWTECH
Registration Number:	3537451	ARC
Registration Number:	4683563	AQUAWORX
Registration Number:	4686796	
Registration Number:	4683554	AQUAWORX
Registration Number:	4665821	EZ SET

CH \$415.00 2950091

Property Type	Number	Word Mark
Registration Number:	3483291	EZ FLOW
Registration Number:	3537452	ARC

CORRESPONDENCE DATA

Fax Number: 2123037064
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: 212.318.6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78654.00021 (SECOND LIEN)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	07/01/2015

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated May 27, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Deutsche Bank AG New York Branch (“DBNY”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Infiltrator Systems Integrated, LLC, a Delaware limited liability company (“Newco”), as the initial borrower thereunder, whose rights and obligations will be assigned to and assumed by Infiltrator Water Technologies, LLC, a Delaware limited liability company (the “Borrower”), immediately following the consummation of the Acquisition and the Conversion, prior to the consummation of the Acquisition and Conversion, Infiltrator Systems Holdings, LLC, and immediately following the consummation of the Acquisition and Conversion, Infiltrator Water Technologies Holdings, LLC, a Delaware limited liability company (“Holdings”), DBNY, as administrative agent (in such capacity and together with its successors and permitted assigns, the “Administrative Agent”), and collateral agent (in such capacity and together with its successors and permitted assigns, the “Collateral Agent”), each Lender from time to time party thereto and the other parties party thereto have entered into the Second Lien Credit Agreement dated as of May 27, 2015 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower and certain of the subsidiaries of Holdings upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark 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 Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property 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 (collectively, the “Trademark Collateral”):

- (a) the registered and applied-for Trademarks of such Grantor listed on Schedule A attached hereto; and
- (b) all Proceeds of any of the foregoing;

provided that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement; and (ii) the security interest granted hereby (A) shall attach at all times to all

proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens and Security Interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subordinated to those granted to the First Lien Collateral Agent to secure the First Lien Secured Obligations and (ii) the Liens and Security Interests granted to the

Collateral Agent pursuant to this Trademark Security Agreement and the rights and obligations of the parties hereunder, including without limitation the right to exercise any right or remedy of the Collateral Agent hereunder, in each case, is subject to the provisions of the Second Lien Intercreditor Agreement (and any other intercreditor agreement). In the event of any conflict between the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) and this Trademark Security Agreement, the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ISI POLYETHYLENE SOLUTIONS, LLC,
as Initial Grantor

By: Roy E Moore Jr
Name: Roy E. Moore, Jr.
Title: Chief Executive Officer, President
and Secretary

EZFLOW, L.P.,
as Initial Grantor

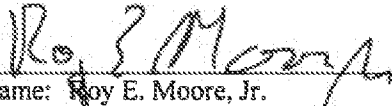
By: EZFLOW GP, LLC
Its: General Partner

By: Roy E Moore Jr
Name: Roy E. Moore, Jr.
Title: Chief Executive Officer, President
and Secretary

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005566 FRAME: 0393

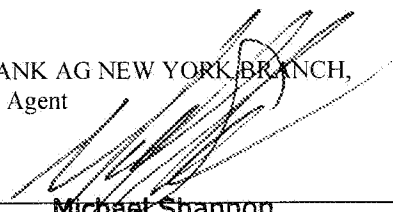
INFILTRATOR WATER TECHNOLOGIES,
LLC,
as Initial Grantor

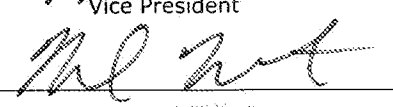
By: 
Name: Roy E. Moore, Jr.
Title: Chief Executive Officer, President
and Secretary

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005566 FRAME: 0394

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: **Michael Shannon**
Title: Vice President

By: 
Name: Michael Winton
Title: Vice President

Schedule A

United States Trademark Registrations and Trademark Applications

Trademark	Reg. No./ App. No.	Reg. Date / Filing Date	Registered Owner / Grantor
QUICK4	2950091	5/10/2005	Infiltrator Water Technologies, LLC*
INFILTRATOR	1815925	1/11/1994	Infiltrator Water Technologies, LLC*
SIDEWINDER	1974938	5/21/1996	Infiltrator Water Technologies, LLC*
EQUALIZER	2039712	2/25/1997	Infiltrator Water Technologies, LLC*
INFILTRATOR and Design	2147541	3/31/1998	Infiltrator Water Technologies, LLC*
INFILTRATOR	2138920	2/24/1998	Infiltrator Water Technologies, LLC*
EZ FLOW	2785112	11/18/2003	EZFlow, L.P.
EZ FLOW	3483291	08/12/2008	EZFlow, L.P.
(misc. design)	3514543	10/14/2008	EZFlow, L.P.
FLOWTECH	3618285	5/12/2009	EZFlow, L.P.
ARC	3537451	11/25/2008	ISI Polyethylene Solutions, LLC
ARC and Design	3537452	11/25/2008	ISI Polyethylene Solutions, LLC
AQUAWORX design	4683563	2/10/2015	Infiltrator Water Technologies, LLC*
INFILTRATOR design	4686796	2/17/2015	Infiltrator Water Technologies, LLC*
AQUAWORX	4683554	2/10/2015	Infiltrator Water Technologies, LLC*
EZ-SET	4665821	1/06/2015	Infiltrator Water Technologies, LLC*

* These trademarks are currently held by Infiltrator Systems, Inc. On the Closing Date, Infiltrator Systems, Inc. will be converted into Infiltrator Water Technologies, LLC, a Delaware limited liability company.