FORM PTO-1618A Expires 06/30/99 OMB 0651-0027 07-12-1999

U.S. Department of Commerce Patent and Trademark Office TRADEMARK



7-7-99

101087906 RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks:	Please record the attached original document(s) or copy(ies).	
Submission Type	Conveyance Type	
✓ New	Assignment License	
Resubmission (Non-Recordation) Document ID #	Security Agreement Nunc Pro Tunc Assignment Effective Date	
Correction of PTO Error Reel # Frame #	Merger 5/7/99 Change of Name	
Corrective Document Reel # Frame #	Other	
Conveying Party	Mark if additional names of conveying parties attached Execution Date	
Name THE TENSAR CORPORATION	Month Day Year 4/9/99	
Formerly		
Individual General Partnership	Limited Partnership Corporation Association	
Other		
Citizenship/State of Incorporation/Organizat	ion	
Receiving Party	Mark if additional names of receiving parties attached	
Name SOUTHTRUST BANK, NATIONAL ASSOCIA	ATION	
DBA/AKA/TA		
Composed of		
Address (line 1) 2000 Riveredge Parkway		
Address (line 2) Suite 350		
Address (line 3) Atlanta	Georgia 30328	
Individual General Partnership Corporation Association	Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an	
Other Other	appointment of a domestic representative should be attached.	
Citizenship/State of Incorporation/Organization (Designation must be a separate document from Assignment.)		
	OFFICE USE ONLY	
40.00 GP 550.00 GP	OFFICE USE UNLT	

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Papenwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

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Page 2

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

Domestic F	Representative Name and Add	Iress Enter for the first	Receiving Party on	ly.
Name	SCOTT E. TAYLOR, ESQUIRE			
Address (line 1)	ARNALL GOLDEN & GREGORY, L	LP		
Address (line 2)	2800 ONE ATLANTIC CENTER			
Address (line 3)	1201 WEST PEACHTREE STREET			
	ATLANTA, GEORGIA 30309-3450			
Correspon	dent Name and Address Area (Code and Telephone Number	404) 873-8728	
	SCOTT E. TAYLOR			
Address (line 1)	ARNALL GOLDEN & GREGORY, LLP			
Address (line 2)	2800 ONE ATLANTIC CENTER			
Address (line 3)	1201 WEST PEACHTREE STRE	ET		
Address (line 4)	ATLANTA, GEORGIA 30309-3450			
Pages	Enter the total number of pages of including any attachments.	of the attached conveyance of	document # 1	2
Trademark	Application Number(s) or Rec	gistration Number(s)	✓ Mark if additiona	I numbers attached
	e Trademark Application Number <u>or t</u> he Regi			
	demark Application Number(s)	·	stration Number(s)	
75/302,274	75./253,151 74/729,917	2,183,291	2,022,408	1,946,375
75/049,350	75/262,806	2,257,609	1,919,819	1,927,478
75/205,405	74/731,925	2,199,033	2,226,410	1,876,662
Number of	Properties Enter the total num	ber of properties involved.	#23	
Fee Amour	t Fee Amount for Pro	perties Listed (37 CFR 3.41	\$ 590.00	7
	f Payment: Enclosed	✓ Deposit Account		
Deposit A	Account account or if additional fe		_	
(Line) for p		Account Number:	#	
	Authoriz	zation to charge additional fees	s: Yes	No
Statement a	nd Signature			
attad	ne best of my knowledge and belief, the ched copy is a true copy of the original cated herein.	e foregoing information is true a document. Charges to deposit	and correct and any account are authoriz	ed, as
Scott	E. TAYUR	hot land	7/6/99	
	of Person Signing	Signature		nte Signed

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

Conveying Party Enter Additional Conveying Party	lark if additional names of conveying parties attached Execution Date	
Name	Month Day Year	
Formerly		
Individual General Partnership Limited	d Partnership Corporation Association	
Other		
Citizenship State of Incorporation/Organization		
Receiving Party Enter Additional Receiving Party Mark if	additional names of receiving parties attached	
Name		
DBA/AKA/TA		
Composed of		
Address (line 1)		
Address (line 2)		
Address (line 3)		
City State/Country Zip Code Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)		
Citizenship/State of Incorporation/Organization		
Trademark Application Number(s) or Registrat	ion Number(s) Mark if additional numbers attached	
Enter either the Trademark Application Number or the Registration		
Trademark Application Number(s)	Registration Number(s)	
	1,876,661	
	1,841,041	
	1,820,338	
	1,835,912	
	1,894,625	
	1,658,800	

MODIFICATION TO TRADEMARK SECURITY AGREEMENT

(May <u>1</u>, 1999)

THIS MODIFICATION TO TRADEMARK SECURITY AGREEMENT (hereinafter referred to as this "Amendment") is made and entered into as of the Taylor of May, 1999, by THE TENSAR CORPORATION, a Georgia corporation (the "Company") and SOUTHTRUST BANK, N.A., ("Agent"), as agent for itself and various financial institutions that are from time to time lenders (collectively, "Lenders").

BACKGROUND STATEMENT

Company and Agent are parties to that certain Trademark Security Agreement (hereinafter the "Security Agreement") dated July 31, 1997 and recorded by the Assignment Division of the U.S. Patent and Trademark Office at Reel 16/4, Frame 0903. Company and Agent have agreed to amend the Security Agreement and the parties hereto are entering into this Amendment to evidence their agreements.

AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Agent do hereby agree as follows:

- 1. <u>Modification of Security Agreement</u>. As of the date hereof, Company hereby reaffirms and restates each and every warranty and representation set forth in the Security Agreement. The Security Agreement is hereby modified and amended, effective as of the date hereof, as follows:
- (a) The "Amended and Restated Loan and Security Agreement" referenced in the recital paragraph of the Security Agreement on page 1 has been modified and amended pursuant to the "Second Amended and Restated Loan and Security Agreement" dated May ______, 1999 (herein and in the Security Agreement referred to as the "Loan Agreement").
- 2. <u>Ratification</u>. Except as herein expressly modified or amended, all the terms and conditions of the Security Agreement are hereby ratified, affirmed, and approved.
- No Defenses. Company hereby acknowledges, represents and agrees: that as of the date of this Amendment, Company has no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever with respect to the Security Agreement, or the indebtedness evidenced and secured thereby, or with respect to any other documents or instruments now or heretofore evidencing, securing or in any way relating to the Security Agreement or with respect to any other transaction, matter or occurrence between the Company and Lender.

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- 4. <u>No Novation</u>. Company and Agent hereby acknowledge and agree that this Amendment shall not constitute a novation of the indebtedness evidenced by the Loan Documents, and further that the terms and provisions of the Loan Documents shall remain valid and in full force and effect except as may be hereinabove modified and amended.
- 5. No Waiver or Implication. Company hereby agrees that nothing herein shall constitute a waiver by Agent of any default, whether known or unknown, which may exist under the Security Agreement or any other Loan Document. Company hereby further agrees that no action, inaction or agreement by Agent, including, without limitation, any extension, indulgence, waiver, consent or agreement of modification which may have occurred or have been granted or entered into (or which may be occurring or be granted or entered into hereunder or otherwise) with respect to nonpayment of the Loan or any portion thereof, or with respect to matters involving security for the Loan, or with respect to any other matter relating to the Loan, shall require or imply any future extension, indulgence, waiver, consent or agreement by Lender. Company hereby acknowledges and agrees that Agent has made no agreement, and is in no way obligated, to grant any future extension, indulgence, waiver or consent with respect to the Loan or any matter relating to the Loan.
- 6. No Release of Collateral. Company further acknowledges and agrees that this Agreement shall in no way occasion a release of any collateral held by Agent as security to or for the Loan, and that all collateral held by Agent as security to or for the Loan shall continue to secure the Loan.
- 7. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Company and Agent and their respective successors and assigns, whether voluntary by act of the parties or involuntary by operation of law.
- 8. <u>Cross References</u>. All references in any of the Loan Documents to any of the other Loan Documents shall hereafter include the modifications to the Loan Documents set forth herein.

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IN WITNESS WHEREOF, this Amendment has been duly executed under seal by Company and Lender, as of the day and year first above written.

ATTEST:

Robert F. Briggs

Secretary

[CORPORATE SEAL]

Witness

THE TENSAR CORPORATION

("Assignor")

Katherine I Knea

Treasurer

Accepted in Atlanta, Georgia:

SOUTHTRUST BANK, N.A., as Agent

Carl F. Peoples

Vice President

STATE OF GEORGIA	
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared Katherine L. Spear, Treasurer of THE TENSAR CORPORATION, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 2 day of May, 1999.

Notary Public

My Commission Expires:

. ROSS

STATE OF GEORGIA)

COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared Carl F. Peoples, Vice President of SOUTHTRUST BANK, N.A., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 2 day of May, 1999.

Notary Public

My Commiss

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TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 3 day of July, 1997, between THE TENSAR CORPORATION, a Georgia corporation having its principal place of business at 1210 Citizens Parkway, Morrow, Georgia 30260 (the "Company"), and SOUTHTRUST BANK, N.A.("Agent"), as agent for itself and various financial institutions that are from time to time lenders (collectively, "Lenders") under and pursuant to an Amended and Restated Loan and Security Agreement (the "Loan Agreement"), dated July 31, 1997, among the Company, certain of its affiliates, Agent and the Lenders.

WITNESSETH:

WHEREAS, Company desires to obtain loans from Lenders pursuant to the terms of the Loan Agreement; capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Loan Agreement; and

WHEREAS, Lenders are willing to make loans to Company from time to time in accordance with the terms of the Loan Agreement, provided Company executes this Agreement;

WHEREAS, Company has contemporaneously herewith pursuant to the Loan Agreement, granted to Agent, for the Pro Rata benefit of Lenders, a lien upon and security interest in Company's now existing or hereafter acquired inventory, machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined);

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, Company hereby agrees with Agent as follows:

- 1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.
- 2. To secure the payment and performance of the Obligations, the Company hereby pledges, assigns and grants Agent, for the Pro Rata benefit of to Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (the "Collateral"):

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- (a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");
- (b) the goodwill of Company's business connected with and symbolized by the Trademarks; and
 - (c) all proceeds of the foregoing.
- 3. The Company represents and warrants that:
- (a) To the best of the Company's knowledge, each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;
- (b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks), enforceable against Company and all third Persons in accordance with its terms;
- (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person; and
- (d) The Company has the unqualified right to enter into this Agreement and perform its terms.
- 4. The Company covenants and agrees that:
 - (a) Each of the Trademarks is valid and enforceable;
- (b) Except for Permitted Liens, the Company is the sole and exclusive owner of the entire right, title and interest in and to each of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses (other than licenses granted in the ordinary course of business), registered user agreements and covenants by the Company not to sue third persons;

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- (c) The Company will maintain the quality of the products associated with the Trademarks, at a level substantially consistent with the quality at the time of this Agreement; and
- (d) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each Trademark as required by law.
- 5. The Company hereby grants to Agent and its employees and agents the right upon prior notice to the Company to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.
- 6. The Company agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement.
- 7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing.
- 8. The Company authorizes Agent to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.
- 9. Upon and at any time after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement), Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Georgia. Without limiting the generality of the foregoing, Agent may immediately, without notice or demand, each of which Company hereby waives, collect directly any payments due the Company in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees actually incurred), Agent shall apply the remainder of such proceeds to the payment of the

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Obligations in such order and manner as Agent in its sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company, its affiliates that are parties to the Loan Agreement and each guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor.

- of Agent as Agent may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.
- 11. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Agent shall execute and deliver to the Company all releases and other instruments to terminate Agent' security interest in the Collateral.
- Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, actually incurred by Agent or Lenders in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Company **ON DEMAND** by Agent and shall bear interest at the rate prescribed in the Loan Agreement.
- 13. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected.
- 14. In the event that Company shall fail to enforce any Trademark that is material to its business, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce such Trademark and any license thereunder, in which event the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent' rights under this paragraph 14.
- 15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Agent may do so in the Company's name or in Agent' name, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including

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reasonable attorneys' fees actually incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent' interest therein pursuant to this Agreement.

- 16. No course of dealing between the Company and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 17. All of Agent' rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.
- 18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.
- 20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
 - 21. Notice of acceptance hereof is hereby waived by the Company.
- 22. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN ATLANTA, GEORGIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA.
- 23. THE COMPANY AND AGENT EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARKS.

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WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

Daniel J. Harrington,

-Secretary

[CORPORATE SEAL]

THE TENSAR CORPORATION

By:

D. Garry Fehrman, President

Accepted in Atlanta, Georgia:

SOUTHTRUST BANK, N.A., as Agent

By

Title:

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STATE OF GEORGIA	§		
COUNTY OF FULTON	§ §		
person whose name is sub	, President of THE TEN escribed to the foregoing purposes and consider	on this day personally appersonally appearsonable appearsonally appearsonable appearsonally appearsonally appearsonable appearsona	o me known to be ^l the ledged to me that he
GIVEN UNDER M	1Y HAND AND SEAL	OF OFFICE on this 315+	day of July, 1997.
STATE OF GEORGIA COUNTY OF FULTON)))	Notary Public My Commission Expire [NOTARIAL SEAL]	S: ENDS STOCKED STOCKE
of SC نام (دوری) of sc subscribed to the foregoin	OUTHTRUST BANK, Nong instrument, and acknowledge	on this day personally appe N.A., known to me to be the owledged to me that he exec e capacity therein stated, an	e person whose name cuted the same for the
GIVEN UNDER M	IY HAND AND SEAL	OF OFFICE on this 35+	day of July, 1997.
		Notary Public My Commission Expires	Si WING DEHAVIOLES

Notary Public
My Commission Expires:

EXPIRES
GEORGIA
JAN. 5, 2001

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Schedule A

<u>Mark</u>	Application/Registration No.
MEREX	75/302,274
PINNACLE	75/049,350
THE COMPANY YOU CAN BUILD ON	2,183,291
ARES	75/205,405
VECTRA	2,257,609
SPECTRA	2,199,033
MESA	75/253,151
ENCORE	75/262,806
DIMENSION	74/731,925
ADD3	74/729,917
TRITON	2,226,410
DIAMONDBACK	1,919,819
MESA	2,022,408
SPECTRA	1,946,375
SPECTRA PAVEMENT SYSTEMS	1,927,478
GRAVEL SAVER	1,876,662
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PRISM	1,841,041
SIERRA	1,820,338
GENESIS	1,835,912
DIAMONDBACK	1,894,625
CUBI CLIP	1,658,800
NATURE SHIELD	1,651,185

TRADEMARK
RECORDED: 07/07/1999 REEL: 001925 FRAME: 0746