

08-09-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102185142 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Geocopier Foundation, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Georgia, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: July 31, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Internal Corporation, as Agent Address:

Street Address: 201 High Ridge Road City: Stanford State: CT Zip: 06927-5100

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth J. Burns Name of Person Signing

Elizabeth Burns Signature

August 8, 2002 Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

08/09/2002 TDIAZ1 00000078 2041648

01 FC:481 40.00 OP 02 FC:482 125.00 OP

TRADEMARK REEL: 002558 FRAME: 0881

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

GFC TRADEMARKS

MARK		Application Number	Registration Number
Country Name	Status	Application Date	Registration Date
Description			
CYCLONE PIER			
Community Trademark		2041648	
	Filed	1/15/2001	
CYCLONE PIER			
United States		76/094761	
	Filed	7/21/2000	
GEOPIER			
Community Trademark		1328996	001328996
	Registered	9/30/1999	2/22/2000
GEOPIER			
United States		75/507565	2281184
	Registered	6/23/1998	9/28/1999
RAM CEMENT			
United States		76/206778	
	Filed	2/7/2001	
RAMMED AGGREGATE PIER			
United States		75/653362	2548544
	Registered	3/4/1999	3/12/2002

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2002, by Geopier Foundation Company, Inc., a Georgia corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation (formerly a New York corporation), in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 6, 2000 by and among Grantor, Geotechnical Reinforcement Company, Inc., a Georgia corporation ("Reinforcement"), THE TENSAR CORPORATION, a Georgia corporation ("Tensar"), TENSAR EARTH TECHNOLOGIES, INC., a Georgia corporation ("TET"), TENSAR POLYTECHNOLOGIES, INC., a Georgia corporation ("TPI") and STRATA SYSTEMS, INCORPORATED, a Minnesota corporation ("Strata") (Tensar, TET, Strata and TPI are collectively referred to herein as the "Original Borrowers" and together with the Grantor and Reinforcement, "Borrowers"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Pages Follow]

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RAMMED AGGREGATE PIER			
United States		75/653362	2548544
	Registered	3/4/1999	3/12/2002

GFC TRADEMARK LICENSES

Geopier Sublicensing Agreement by and between Geopier Global Corporation and A.H. Beck International Company, Inc. dated July 25, 2001 (assigned by Geopier Global Corporation to Geopier Foundation Company, Inc. pursuant to Assignment of License Agreements by and between Geopier Global Corporation and Geopier Foundation Company, Inc. dated July 30, 2002).

Geopier Sublicensing Agreement by and between Geopier Global Corporation and A.H. Beck Foundation Co. International Inc. dated April 5, 2002 (assigned by Geopier Global Corporation to Geopier Foundation Company, Inc. pursuant to Assignment of License Agreements by and between Geopier Global Corporation and Geopier Foundation Company, Inc. dated July 30, 2002).

Geopier Sublicensing Agreement by and between Geopier Foundation Company, Inc. and Geopier Foundation Company – Northern California dated September 24, 1999.

Exclusive General License Agreement by and between Geopier Foundation Company, Inc. and Geopier Foundation Company – Northwest dated July 21, 1995.

Geopier Sublicensing Agreement by and between Geopier Foundation Company, Inc. and GeoConstructors, Inc. dated December 29, 1999.

Geopier Sublicensing Agreement by and between Geopier Foundation Company, Inc. and Helical Drilling, Inc. dated April 15, 2002.

Geopier Sublicensing Agreement by and between Geopier Foundation Company, Inc. and Foundation Service Corporation dated December 10, 2000.

Geopier Sublicensing Agreement by and between Geopier Foundation Company, Inc. and Peterson Contractors, Inc. dated July 11, 1999.

Trademark License Agreement by and between Geopier Global Corporation and Geopier Foundation Company, Inc. dated July 31, 2002.