

4-29-04



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

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

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

4-29-04

1. Name of conveying party(ies): Geopier Foundation Company, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Georgia [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: General Electric Capital Internal Corporation, as Agent Address: 500 W. Monroe Street Street Address: City: Chicago State: IL Zip: 60661 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] 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

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: April 23, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/094, 761 B. Trademark Registration No.(s) 2,281,184 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Elizabeth 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: 2 7. Total fee (37 CFR 3.41) \$ 65.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Elizabeth J. Burns Name of Person Signing Signature Date April 27, 2004

04/30/2004 DBYRNE 00000004 76094761

Total number of pages including cover sheet, attachments, and document: 6

01 FC:8521 02 FC:8522 03 FC:8523

40.00 OP Mail documents to be recorded with required cover sheet information to: 25.00 OP Commissioner of Patent & Trademarks, Box Assignments 120.00 OP Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 23, 2004, by GEOPIER FOUNDATION COMPANY, INC., a Georgia corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as other Borrowers and Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and 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 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 Amended and Restated 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 Agreement; and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to continue to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantor has agreed to enter into this 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 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 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.

Notwithstanding anything contained in this Agreement to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's right, title or interest in any license, contract or agreement to which Grantor is a party as of the date hereof or any of its right, title or interest thereunder (other than in respect of the Proceeds thereof) to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406 or Section 9-409 of the Code or any other applicable law (including the Bankruptcy Code) or principals of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interest as if such provision had never been in effect.

3. SECURITY AGREEMENT. The security interests granted pursuant to this 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]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GEOPIER FOUNDATION COMPANY, INC., a Georgia corporation, as Grantor

By: _____
 Name: Phillip D Egan
 Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
 Name: _____
 Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF GA)
) ss.
 COUNTY OF Fulton)

On this 20 day of April ~~2004~~, 2004 before me personally appeared Phillip Egan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Geopier Foundation Company, Inc., a Georgia corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kemberly A. Ross
 {seal} Notary Public

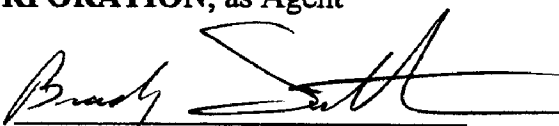
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GEOPIER FOUNDATION COMPANY,
INC.,** a Georgia corporation, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,** as Agent

By: 
Name: Brady Sutton
Title: Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of April ____, 2004 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Geopier Foundation Company, Inc., a Georgia corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}Notary Public

SCHEDULE I
to
GEOPIER FOUNDATION COMPANY, INC.
TRADEMARK SECURITY AGREEMENT

REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GEOPIER	US	2281184	9/29/99

APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Ser. No.</u>	<u>Filing Date</u>
CYCLONE PIER *	US	76/094,761	7/21/00

* This trademark application will probably be terminated.

AGREEMENTS

Trademark License Agreement, dated July 31, 2002, by and between Geopier Foundation Company, Inc. (incorporated in Georgia) and Geopier Global Corporation (incorporated in Arizona).