

04-29-2004

4/29/04

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

RE



102699206

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):

The Tensar Corporation (Georgia)

- 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: April 23, 2004

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 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 I

B. Trademark Registration No.(s)

See Attached Schedule I

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: 18

7. Total fee (37 CFR 3.41): \$ 465.00

- 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

April 27, 2004 Date

04/30/2004 DRYRME 00000006 2022408

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

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

40.00 OP 425.00 OP 120.00 OP

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

TRADEMARK REEL: 002838 FRAME: 0795

SCHEDULE I
to
THE TENSAR CORPORATION (GEORGIA)
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MESA	US	2,022,408	12/10/96
	US	2,385,184	9/12/00
MESA and Design	US	2,265,376	7/27/99
SPECTRA	US	1,946,375	1/9/96
SPECTRA and Design	US	2,199,033	10/20/98
SPECTRA PAVEMENT SYSTEMS	US	1,927,478	10/17/95
SIERRA	US	1,820,338	2/8/94
PRISM	US	1,841,041	6/21/94
GRAVEL SAVER	US	1,876,662	1/31/95
THE COMPANY YOU CAN BUILD ON	US	2,183,291	8/25/98
TAHOE	US	2,232,967	3/16/99
TRITON	US	2,226,410	2/23/99
VECTRA	US	2,257,609	6/29/99
ARES	US	2,327,032	3/7/00
DIMENSION	US	2,184,397	8/25/98
ADD ¹	US	2,110,049	10/28/97
PINNACLE ²	US	2,151,231	4/14/98
MEREX ³	US	2,489,369	9/11/01

¹ Registrations and Applications for this Mark exist in a few other countries but are being allowed to lapse throughout the world.

² Will be allowed to lapse.

³ Registrations and Applications for this Mark exist in a few other countries but are being allowed to lapse (except in the US, Taiwan and India), since this business is being discontinued.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 23, 2004, by THE TENSAR CORPORATION (GEORGIA) F/K/A THE TENSAR CORPORATION, a Georgia corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

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, Grantor, certain other "Grantors" named therein and Agent are parties to that certain Trademark Security Agreement dated as of December 6, 2000 (as amended, restated or otherwise modified prior to the date hereof, the "Original Trademark 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 amend and restate in respect of Grantor the Original Trademark Security Agreement in its entirety as set forth herein.

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 to amend and restate in respect of Grantor the Original Trademark Security Agreement in its entirety as set forth herein:

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.

4. AMENDMENT AND RESTATEMENT. This Agreement amends, restates and supercedes the Original Trademark Security Agreement; provided that (i) liens and security interests in favor of Agent for the benefit of Agent and Lenders securing payment of the Obligations owed under the Credit Agreement are in all respects continuing and in full force and effect with respect to the Obligations; and (ii) all references in the Loan Documents to the Trademark Security Agreement shall be deemed to refer without further amendment to this Agreement.

[Signature Pages Follow]

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REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MESA	US	2,022,408	12/10/96
	US	2,385,184	9/12/00
	Argentina	1582090	10/31/95
		1582091	10/31/95
		1582137	10/31/95
	Brazil	818322934	4/29/97
		818322942	5/6/97
	Canada	488,568	1/29/98
	Chile	462006	5/15/97
		462007	5/15/97
	Columbia	191960	12/9/96
		191961	12/9/96
	Mexico	552823	6/30/97
		552824	6/30/97
		552825	6/30/97
MESA	Panama	83487	10/14/96
		83488	10/14/96
		83489	10/14/96
	Peru	004843	8/7/95
		004844	8/7/95
		018043	8/7/95
	Puerto Rico	35,888	2/9/95
		35,891	2/9/95
		35,892	2/9/95
	Costa Rica	138313	4/10/03
		138314	4/10/03
		138315	4/10/03
MESA and Design	US	2,265,376	7/27/99
SPECTRA	US	1,946,375	1/9/96
	Canada	459,729	6/21/96
	Mexico	485,327	3/17/95

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SPECTRA PAVEMENT SYSTEMS	US	1,927,478	10/17/95
	Canada	448,725	10/6/95
	Mexico	485,326	3/17/95
SIERRA	US	1,820,338	2/8/94
	Canada	445,345	6/23/95
PRISM	US	1,841,041	6/21/94
	Canada	451,467	12/8/95
GRAVEL SAVER	US	1,876,662	1/31/95
	Canada	455,754	3/22/96
GRAVEL SAVER and Design	Canada	455,768	3/22/96
THE COMPANY YOU CAN BUILD ON	US	2,183,291	8/25/98
TAHOE	US	2,232,967	3/16/99
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VECTRA	US	2,257,609	6/29/99
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MEREX ²	US	2,489,369	9/11/01
	Taiwan	00928502	2/1/01
DIAMONDBACK	Canada	440830	3/24/95
DIAMOND BACK & Design	Canada	468376	1/8/97

¹ Will be allowed to lapse.

² Registrations and Applications for this Mark exist in a few other countries but are being allowed to lapse (except in the US, Taiwan and India), since this business is being discontinued.

GENESIS ³	Canada	458,236	5/31/96
MESA	Venezuela	1519	2/9/95
		1520	2/9/95
		1521	2/9/95
	Costa Rica	2001-6437	8/23/01
MEREX ⁴	India	1160868	12/23/02
		1160865	12/23/02

AGREEMENTS

Consolidated Tensar License Agreement, dated June 24, 1999, by and between The Netlon Group Limited (now known as Tensar International Limited) and The Tensar Corporation (Georgia) ("TTC-GA") pursuant to which TTC-GA licenses the "Tensar" trademark.

³ Registrations and Applications for this Mark exist in a few other countries but are being allowed to lapse throughout the world.

⁴ Registrations or Applications for this Mark are pending in a few other countries but are being allowed to lapse (except in the US, Taiwan and India), since this business is being discontinued.