Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Tensar Corporation		10/31/2005	CORPORATION:
Tensar Holdings, Inc.		10/31/2005	CORPORATION:
The Tensar Corporation, LLC		10/31/2005	LIMITED LIABILITY COMPANY:
Tensar Earth Technologies, Inc.		10/31/2005	CORPORATION:
Tensar Polytechnologies, Inc.		10/31/2005	CORPORATION:
Geopier Foundation Company, Inc.		10/31/2005	CORPORATION:
Geotechnical Reinforcement Company, Inc.		10/31/2005	CORPORATION:
North American Green, Inc.		10/31/2005	CORPORATION:
Atlantech Alabama, Inc.		10/31/2005	CORPORATION:
Advanced Earth Technology, Inc.		10/31/2005	CORPORATION:
Meritex Products Corporation		10/31/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	TCO Funding Corp.
Street Address:	445 Broad Hollow Road; Suite 239
Internal Address:	c/o Global Securitization Services, LLC
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	1287082	TENSAR
Registration Number:	2767443	SIERRASCAPE
Serial Number:	76389835	SIERRASCAPE

TRADEMARK "
REEL: 003193 FRAME: 0160

900035920

Registration Number:	1946375	SPECTRA
Registration Number:	2199033	SPECTRA
Registration Number:	1927478	SPECTRA PAVEMENT SYSTEMS
Registration Number:	1820338	SIERRA
Registration Number:	2265376	MESA
Registration Number:	2022408	MESA
Registration Number:	2385184	MESA
Registration Number:	2183291	THE COMPANY YOU CAN BUILD ON
Registration Number:	2226410	TRITON
Registration Number:	2257609	VECTRA
Registration Number:	2327032	ARES
Registration Number:	2184397	DIMENSION
Registration Number:	2110049	ADD3
Serial Number:	76480055	THE ALTERNATIVE TO DEEP FOUNDATIONS
Registration Number:	2489369	MEREX
Registration Number:	2151231	PINNACLE
Serial Number:	78277318	IMPACT
Serial Number:	78097697	PRELOAD
Serial Number:	78616687	INTERMEDIATE FOUNDATION
Registration Number:	2281184	GEOPIER
Registration Number:	2548544	RAMMED AGGREGATE PIER
Registration Number:	1408515	NORTH AMERICAN GREEN
Registration Number:	1414239	
Registration Number:	2496362	SC150
Registration Number:	2585130	SC250
Registration Number:	1932171	C 350
Registration Number:	2496363	P300
Registration Number:	2585138	P550
Registration Number:	2515078	C125
Registration Number:	2500450	S150
Registration Number:	2500449	S75
Registration Number:	2409356	DOT SYSTEM
Registration Number:	2635120	VMAX3
Registration Number:	2786966	VMAX3
Registration Number:	2413086	SEAM STITCH

Registration Number:	1686625	CELL-O-SEED
Registration Number:	1879223	BIONET
Registration Number:	1924636	3 PHASE
Registration Number:	2196645	ECO-STAKE
Registration Number:	2241076	BIO-STAKE
Registration Number:	2284067	ECMDS
Registration Number:	2411368	BIOPAINT
Registration Number:	2537309	SEED 'N SOIL
Registration Number:	2694053	GREEN SP
Registration Number:	2863721	SEDIMENTSTOP
Registration Number:	2920149	
Serial Number:	78629061	SHOREMAX
Registration Number:	2961310	BUNKERGUARD
Serial Number:	78361710	GREENPARTNERSHIP
Serial Number:	78404338	SEED PROTECTION MULCH MAT NORTH AMERICAN GREEN GUARDIAN GETS YOU GROWING
Serial Number:	76615802	SURE LOCK
Serial Number:	75664538	
Serial Number:	75664548	
Serial Number:	75664547	
Serial Number:	75664928	

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 3000; Patton Boggs, LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	011107.0111
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	11/11/2005

Total Attachments: 16 source=TCO Funding#page1.tif source=TCO Funding#page2.tif source=TCO Funding#page3.tif source=TCO Funding#page4.tif source=TCO Funding#page5.tif source=TCO Funding#page6.tif source=TCO Funding#page7.tif source=TCO Funding#page8.tif source=TCO Funding#page9.tif source=TCO Funding#page10.tif source=TCO Funding#page11.tif source=TCO Funding#page12.tif source=TCO Funding#page13.tif source=TCO Funding#page14.tif source=TCO Funding#page15.tif source=TCO Funding#page16.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 31, 2005 (as amended, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of TCO Funding Corp. ("TCO") for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, The Tensar Corporation, LLC ("Tensar"), TCO, Arcapita Investment Funding Limited, a Cayman Islands limited liability company, and AIA Limited, a Cayman Islands limited liability company have entered into that certain Murabaha Facility Agreement, dated as of October 31, 2005 (as amended, supplemented or otherwise modified from time to time, the "Commodities Purchase Agreement");

WHEREAS, in connection with the Commodities Purchase Agreement, Tensar Holdings, Inc. ("<u>Holdings</u>") and certain of its Subsidiaries have entered into the Second Lien Guarantee and Collateral Agreement, dated as of October 31, 2005 (as amended, supplemented or otherwise modified from time to time, the "<u>Guarantee and Collateral Agreement</u>") in favor of TCO for the ratable benefit of the Secured Parties;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to TCO for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to TCO for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "<u>Intellectual Property Collateral</u>"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof owned by Grantor, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements

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thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

- (b) (i) all patents, patent applications and patentable inventions owned by Grantor, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");
- (c) (i) all copyrights owned by Grantor, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto ("Copyrights");
- (d) (i) all trade secrets and all confidential and proprietary information owned by Grantor, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future misappropriations thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");
 - (e) any and all proceeds of the foregoing.

SECTION 2. <u>Recordation</u>. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. <u>Governing Law</u>. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. <u>Conflict Provision</u>. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the other Commodities Purchase Facility Documents (as defined in the Guarantee and Collateral Agreement). The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the other Commodities Purchase Facility Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the other Commodities Purchase Facility Documents, the provisions of the Guarantee and Collateral Agreement or the other Commodities Purchase Facility Documents shall govern, except as provided in Section 6 herein.

SECTION 6. <u>Subordination</u>. Notwithstanding anything herein to the contrary, the lien and security interest granted to TCO pursuant to this Agreement and the exercise of any right or remedy by TCO hereunder are subject to the provisions of the Tensar Intercreditor Agreement. In the event of any conflict between the terms of the Tensar Intercreditor Agreement and this Agreement, the terms of the Tensar Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

THE TENSAR CORPORATION

By:	
Title:	
TENSAR HOLDINGS, INC.	
s. 1	-12
By: Water	41
Name:	///
Title:	•
THE TENSAR CORPORAT	ON LLC
THE TENOMIC CORT ORATI	OIV, LLC
Ву:	
Name:	
Title:	
TENSAR EARTH TECHNO	TOCTES INC
TEMORIC EMICTIT TECTIO	LOCIES, INC.
Ву:	
Name:	
Title:	
TENSAR POLYTECHNOLO	CIES INC
TENSAR FOLT TECHNOLO	JOIES, INC.
D.,,	
By:Name:	
Title:	
GEOPIER FOUNDATION C	OMPANY, IN
n	
By:	
Name:	
Title:	

[Signature Page #1 to Second Lien Intellectual Property Security Assignment Agreement]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

THE TENSAR CORPORATION
By: BOSpear
Name: Title:
TENSAR HOLDINGS, INC.
By:
Title:
THE TENSAR CORPORATION, LLC
By: Name: Title:
TENSAR EARTH TECHNOLOGIES, INC.
By: Name: Title:
TENSAR POLYTECHNOLOGIES, INC.
By: Name: Title:
GEOPIER FOUNDATION COMPANY, INC.
By: Name: Title:

[Signature Page #1 to Second Lien Intellectual Property Security Assignment Agreement]

GEOTECHNICAL REINFORCEMENT COMPANY, INC.
By: Name: Title:
NORTH AMERICAN GREEN, INC.
By: Name: Title:
ATLANTECH ALABAMA INC.
By: Name: Title:
ADVANCED EARTH TECHNOLOGY, INC.
(125011)

MERITEX PRODUCTS CORPORATION

Title:

Name: Title: Schedule 1

COPYRIGHTS

PATENTS

TRADEMARKS

TRADE SECRETS

INTELLECTUAL PROPERTY LICENSES

Schedule 1

COPYRIGHTS, PATENTS, AND TRADEMARKS

<u>Key</u>

TTC The Tensar Corporation

TET Tensar Earth Technologies, Inc.

TC-GA The Tensar Corporation, LLC f/k/a The Tensar Corporation (Georgia) (f/k/a The

Tensar Corporation)

GR Geotechnical Reinforcement Company Inc.

GEO Geopier Foundation Company, Inc.

NAG North American Green, Inc.
MER Meritex Products Corporation

Owner/			Angles III (1977).	Serial/	
Business	IP Type	Title	Country	Registration	Filing/ Grant Date
Sector				Number:	Pate
TC-GA	Copyright	Tensar Slope Reinforcement	United States	TX2-680-230	9/27/89
TC-GA	Copyright	Tensar Application Worksheet	United States	TX2-658-942	9/27/89
TC-GA	Copyright	Tensar Technical Note SR-1 (1986)	United States	TX2-837-778	11/8/89
TC-GA	Copyright	Tensar Technical Note SR-1 (1987)	United States	TX2-837-779	11/8/89
TC-GA	Copyright	Tensar Technical Note SR-1 (1988)	United States	TX2-837-780	11/8/89
TC-GA	Copyright	Tensar Technical Note: Design Guidelines for Flexible Pavements with Tensar Geogrid Reinforced Base Layers	United States	TX2-529-753	5/11/93
TC-GA	Copyright	Figures A-H in the Sierra Slope Facing Selection Manual	United States	Vau-257-091	5/18/93
NAG	Copyright	Staple Pattern E	United States	VA1-103-040	6/18/01
NAG	Copyright	Staple Pattern B	United States	VA1-106-191	6/11/01
NAG	Copyright	Staple Pattern C	United States	VA1-106-192	6/11/01
NAG	Copyright	North American Green erosion control materials design software version 4.1	United States	TX-4-818-985	5/21/98
NAG	Copyright	North American Green erosion control system: a comprehensive plan for effective erosion control	United States	TX-2-767-511	2/25/90
NAG	Copyright	North American Green version II erosion control	United States	TX-3-384-860	6/2/92
NAG	Copyright	North American Green erosion control materials: design software	United States	TX-4-162-393	12/1/95
NAG	Copyright	North American Green erosion control materials design software DOS Version IV	United States	TX-4-843-242	7/6/98
TTC	Patent	Retaining Wall System and Method of Making Retaining Wall	United States	6,595,726	7/22/03
TTC	Patent	Plantable Wall Block Assembly and Retaining Wall Formed Therefrom	United States	6,287,054	9/11/01
TTC	Patent	Retaining Wall Block With Side Openings	United States	D416,627	11/16/99
TTC	Patent	Retaining Wall Block With Side Openings	United States	D428,499	7/18/00
TTC	Patent	Retaining Wall Block With Side Openings	United States	D448,492	9/25/01
TET	Patent	Block for Retaining Wall	Canada	87009	6/30/99
TET	Patent	Modular Block Retaining Wall System and Method of Constructing Same	Argentina	252,267	7/27/98
TET	Patent	Modular Block Retaining Wall System and Method of Constructing Same	Ecuador	PI97-1148	6/17/97
TET	Patent	Modular Block Retaining Wall System and Method of Constructing Same	Mexico	192640	7/13/99
TET	Patent	Modular Block Retaining Wall System and Method of Constructing Same	Peru	000970	12/10/97

NYC_IMANAGE-733209 v2

		777			
Owner/ Business Sector	1Р Туре	Title	Country	Serial/ Registration Number	Filing/ Grant Date
	100	A THE STATE OF THE	4	Number	
TET	Patent	Modular Block Retaining Wall System and Method of Constructing Same	Singapore	37,800	5/25/99
TET	Patent	Modular Block Retaining Wall System and Method of Constructing Same	Philippines	1199550626	8/30/02
TET	Patent	Modular Block Retaining Wall System and Method of Constructing Same	Indonesia	0008021	5/30/02
TET	Patent	Automatic Grid Layout System	South Africa	97-8096	5/27/98
TET	Patent	Modular Block Retaining Wall System and Method of Constructing Same	Chile	811-95	6/6/95
TC - GA (Licensed)	Licensed Patent	Product and Method for Producing a Plastics Material Mesh Structure ("Diabolo Punch Pattern")	United States	4,743,486	5/10/88
TC - GA (Licensed)	Licensed Patent	Product and Method for Producing a Plastics Material Mesh Structure ("Diabolo Punch Pattern")	Canada	1,281,872	3/26/91
TC – GA (Licensed)	Licensed Patent	Method of Reinforcing a Paved Surface ("Grid/Fabric Asphalt Reinforcement)	United States	5,152,633	10/6/92
TC – GA (Licensed)	Licensed Patent	Reinforcement for Reinforcing a Paved Surface ("Asphalt Reinforcement Product")	United States	5,273,804	12/28/93
TC – GA (Licensed)	Licensed Patent	Plastic Material Mesh Structure ("Use")	United States	5,156,495	10/20/92
TC – GA (Licensed)	Licensed Patent	Geogrids ("Profiled Starting Sheet")	United States	5,267,816	12/7/93
TC – GA (Licensed)	Licensed Patent	Plastics Material Mesh Structures ("MD/TD/MD")	United States	5,269,631	12/14/93
TC - GA (Licensed)	Licensed Patent	Plastic Material Mesh Structure ("Method of Use")	United States	5,419,659	5/30/95
TC – GA (Licensed)	Licensed Patent	Geogrid or Mesh Structure ("New Isogrid")	United States	10/603,784	6/26/03
TC-GA	Patent	Modular Wall Block System and Grid Connection Device for Use Therewith	United States	5,522,682	6/4/96
TC-GA	Patent	Modular Block Retaining Wall System and Method of Constructing Same	United States	5,540,525	7/30/96
TC-GA	Patent	Modular Block Retaining Wall System and Method of Constructing Same	United States	5,595,460	1/21/97
TC-GA	Patent	Grid Composite for Longwall Shield Recovery in Underground Coal and Trona Mines	United States	5,199,825	4/6/93
TC-GA	Patent	Automatic Grid Layout System	United States	5,816,750	10/6/98
TC-GA	Patent	Interconnected Block System	United States	5,823,709	10/20/98
TC-GA	Patent	Interconnected Block System	United States	5,911,539	6/15/99
TC-GA	Patent	Composite Retaining Wall	United States	5,800,095	9/1/98
TC-GA	Patent	Portable Snow Fence System	United States	5,184,800	2/9/93
TC-GA	Patent	Grid Composite for Backfill Barriers and Waste Applications	United States	5,277,520	1/11/94
TC-GA	Patent	Method of Constructing a Liner System and Waste Containment Facility Incorporating Same	United States	5,599,139	2/4/97
TC-GA	Patent	Concrete Geomattress	United States	5,632,571	5/27/97
TC-GA	Patent	Retaining Wall Block System	United States	5,568,999	10/29/96
TC-GA	Patent	Pre-Cast Wall Panel and Grid Connection Device	United States	5,568,998	10/29/96
TC-GA	Patent	Marine Wall	United States	5,580,191	12/3/96
TC-GA	Patent	Cut Wall Confinement Cell	United States	5,697,735	12/16/97
TC-GA	Patent	Modular Block Retaining Wall System	United States	5,619,835	4/15/97
TC-GA	Patent	Modular Block Retaining Wall System	United States	5,673,530	10/7/97
TC-GA	Patent	Modular Block Retaining Wall System	United States	5,816,749	10/6/98

Owner/ Business	IP Type	Title	Country	Serial/ Registration	Filing/ Grant
Sector	11 Туре	THE	Country	Number	Date
TC-GA	Patent	Mine Stopping ¹	United States	100	8/10/99
TC-GA	Patent	Modular Retaining Wall Block System Including	United States United States	5,934,990 5,851,088	12/22/98
I C-GA	atch	Wall Blocks Having Replaceable Dual Purpose	Office States	3,031,000	12/22/96
		Facing Panels and Removable Spacing Tabs			
TC-GA	Patent	Modular Wall Block Retaining Wall Reinforced	United States	5,934,838	8/10/99
		by Confinement Cells for Cut Wall Applications		2,72 1,02 3	6.20.22
TC-GA	Patent	Geocell with facing panel	Australia	9339267	11/18/93
TC-GA	Patent	Grid composite for longwall shield recovery in	Australia	661094	10/31/95
		underground coal and trona mines			
TC-GA	Patent	Bonded composite open mesh structural textiles	European Union	824609	2/25/98
TC-GA	Patent	Polymer grid for supplemental roof and rib support	United States	5096335	3/17/92
TOO	70	of combustible underground openings			7/20/20
TC-GA TC-GA	Patent	Composite Retaining Wall	Canada	2,244,984	7/23/98
IC-GA	Patent	Modular Block Retaining Wall System and Method of Constructing Same	Australia	694,779	7/30/98
TC-GA	Patent	Modular Block Retaining Wall System and	New Zealand	287,641	11/13/98
1C-GA	1 atoni	Method of Constructing Same	New Zealand	267,041	11/13/96
TC-GA	Patent	Modular Block Retaining Wall System and	Japan	2974783	9/3/99
		Method of Constructing Same	Jupan	2777703	3/3/33
TC-GA	Patent	Modular Block Retaining Wall System and	South Korea	257,227	2/29/00
		Method of Constructing Same		•	
TC-GA	Patent	Modular Block Retaining Wall System and	European	0764229	3/26/97
		Method of Constructing Same	(validated in Great		
			Britain)		
TC-GA	Patent	Modular Block Retaining Wall System and	Canada	2,189,538	8/28/01
TC-GA	Patent	Method of Constructing Same Modular Block Retaining Wall System and	Brazil	0507030 0	4/16/02
IC-GA	ratent	Method of Constructing Same	Drazii	9507928-9	4/10/02
TC-GA	Patent	Modular Block Retaining Wall System and	India	183606A	1/6/95
100.1	1 450111	Method of Constructing Same	india .	10500071	170755
TC-GA	Patent	Advanced Integrally Formed Load Support	United States	6,060,407	5/9/00
		Systems		-,,	
TC-GA	Patent	Method of Forming a Framed Panel Utilizing	United States	5,527,500	6/18/96
		Tensioning by Heat Shrinking			
TC-GA	Patent	Panel Framing System and Products Produced	United States	5,661,944	9/2/97
TO	D	Thereby	77 to 1 Gr.	5.502.504	1/14/07
TC-GA TC-GA	Patent	Panel Framing System Panel Framing System with Panel Tensioning by	United States	5,593,706	1/14/97
IC-GA	Patent	Heat Shrinking (as amended)	United States	5,676,894	10/14/97
TC-GA	Patent	Self-Tensioning Fencing System	United States	5,409,196	4/25/95
TC-GA	Patent	High Friction, Non-Slip, Flexible and Heat	United States	5,597,194	1/28/97
10011	1 4,0210	Resistant Plastic Net		0,007,107	1,26,57
TC-GA	Patent	Plastic Net Structures and the Plastic Net	United States	5,753,337	5/19/98
		Structures Formed Thereby		, ,	
TC-GA	Patent	Self-Tensioning Permanent Fence System	United States	5,660,377	8/26/97
TC-GA	Patent	Gate Tensioning System	United States	5,628,149	5/13/97
TC-GA	Patent	Bonded Composite Knitted Structural Textiles	United States	5,795,835	8/18/98
TC-GA	Patent	Bonded Composite Open Mesh Structural Textiles	United States	6,020,275	2/1/00
TC-GA	Patent	Bonded Composite Open Mesh Structural Textiles	United States	5,965,467	10/12/99
TC-GA	Patent	Bonded Composite Open Mesh Structural Textiles	United States	6,056,479	5/2/00
TC-GA	Patent	Bonded Composite Open Mesh Structural Textiles	Canada	2,217,536	10/6/97
TC-GA	Patent	Bonded Composite Open Mesh Structural Textiles	Venezuela	0790-96	5/10/96
TC-GA TC-GA	Patent	Bonded Composite Knitted Structural Textiles Bonded Composite Open Mesh Structural Textiles	Thailand Thailand	032919 031318	8/22/96 5/9/96
LIC-UA	Patent	Bondon Composite Open Mesii Structurai Textiles	i iiaiiaiiu	031316	317170

¹ Jointly owned with Sandvik Rock Tools, Inc.

		NOTE OF THE PROPERTY OF THE PR			
Owner/ Business	IP Type	Title	Country	Serial/	Filing/ Grant
Sector	II Type	Little	Country	Registration Number	Date
	Detect	Devilation in William I.T. (1)	T		11/1/00
TC-GA TC-GA	Patent Patent	Bonded Composite Knitted Structural Textiles Bonded Composite Open Mesh Structural Textiles	Taiwan Taiwan	I-109573	11/1/99
TC-GA	Patent	Bonded Composite Open Mesh Structural Textiles Bonded Composite Open Mesh Structural Textiles	South Africa	I-114603 96/03715	4/21/00 1/29/97
TC-GA	Patent	Bonded Composite Open Mesh Structural Textiles	Russian Federation	2147051	3/27/00
TC-GA	Patent	Bonded Composite Open Mesh Structural Textiles	Mexico	204887	10/23/01
TC-GA	Patent	Bonded Composite Knitted Structural Textiles	Malaysia	P19603348	8/15/96
TC-GA	Patent	Bonded Composite Open Mesh Structural Textiles	Malaysia	P1960017545	5/9/96
TC-GA	Patent	Composite Open Mesh Structural Textiles	India	188057	4/4/03
TC-GA	Patent	Composite Knitted Structural Textiles	India	189246	8/22/96
TC-GA	Patent	Polypropylene Grids Manufactured with a Beta	United States	11/131,184	5/18/05
		Nucleation Additive, the Method of Manufacture and Uses Thereof			
TC-GA	Patent	Modular Block Retaining Wall System and	China	ZL95193452.X	10/9/02
TOCA	D.	Method of Constructing Same		000051016	7/2/2
TC-GA	Patent	Advanced Integrally Formed Loan Support Systems	Europe	99305424.6	7/8/99
GR	Patent	Short Aggregate Piers and Method and Apparatus for Producing the Same ("Original Geopier")	United States	5,249,892	10/5/93
GR	Patent	Methods for Forming a Short Aggregate Pier and a	United States	6,354,766	3/12/02
		Product Formed from Said Methods			
		("Improved Geopier - Testing")			
GR	Patent	Lateral Displacement Pier and Method for installing the Same ("Cyclone Pier")	United States	6,425,713	7/30/02
GR	Patent	Methods for forming a short aggregate pier and a	Canada	2359642	8/17/00
		product formed from said methods			<u> </u>
GEO	Licensed	Lateral Displacement Pier and Method of	United States	6,688,815	2/10/04
(Licensed)	Patent	Installing the Same ("Cyclone Pier with Mixing")	77.1.10	6.054.560	
GEO (Licensed)	Licensed Patent	Soil Reinforcement Method and Apparatus ("Preload")	United States	6,354,768	3/12/02
GEO	Licensed	Method for Construction of Piers in Soil and Pier	United States	10/493,529	12/5/03
(Licensed)	Patent	Construction ("Improved Preload")	omite states	10/1/3,02	12/3/03
GEO	Licensed	Apparatus and Method for Building Support Piers	United States	10/728,405	2/12/04
(Licensed)	Patent	from Successive Lifts formed in a Soil Matrix ("Impact")			
GEO	Patent Method and Apparatus For Providing a Rammed		United States	11/101,599	4/8/05
		Aggregate Pier ("Pyramid Pier")		,	
GEO	Patent	Slotted Mandrel for Lateral Displacement Pier and	United States	60/682,826	5/20/05
771.0		Method of Use		(Provisional Only)	
NAG	Patent	Reinforced Composite Matting	United States	5,849,645	12/15/98
NAG	Patent	Erosion Control Blanket	United States	D456,674	5/7/02
NAG NAG	Patent Patent	Erosion Control Blanket Erosion Control Blanket	United States	D466,378	12/3/02
NAG	Patent	Fastener Insertion Device	United States United States	D456,224	4/30/02 8/9/05
NAG	Patent	Reinforced Composite Matting	Canada	6,926,186 2,247,740	3/22/00
NAG	Patent	Reinforced Composite Matting	Brazil	BR98043234	8/15/00
NAG	Patent	Reinforced Composite Matting	Australia	760,284	5/8/03
NAG	Patent	Reinforced Composite Matting	Australia	8790798	4/6/00
NAG	Patent	Reinforced Composite Matting	Japan	11158840	6/15/99
NAG	Patent	Reinforced Composite Matting	Mexico	219,425	10/5/98
NAG	Patent	Reinforced Composite Matting	Japan	334840/97	11/20/97
TC-GA	Licensed	Tensar	United States	1,287,082	7/24/84
(Licensed)	Trademark			1,445,146	6/30/87
TC-GA	Licensed	Tensar	Canada	TMA 264,539	11/19/96
(Licensed)	Trademark			TMA 325,115	3/11/02
TC-GA	Licensed	Tensar	Argentina	1,727,150	3/25/99
(Licensed)	Trademark			1,628,457	3/14/97

Owner/ Business	IP Туре	Title	Country	Serial/ Registration	Filing/Grant
Sector	ar Type	Atte	Country	Number	Date
TC-GA (Licensed)	Licensed Trademark	Tensar	Brazil	816569851 816569843	6/2/92 6/2/92
TC-GA	Licensed	Tensar	Chile	581,609	11/8/00
(Licensed)	Trademark	1011541	omi o	581,610	11/8/00
TC-GA	Licensed	Tensar	Colombia	234027	4/27/01
(Licensed)	Trademark			233753 76/389,835	4/27/01
TC-GA	Licensed	Tensar	Dominican	0103064	3/20/99
(Licensed)	Trademark		Republic	0111352	3/15/000
TC-GA	Licensed	Tensar	Ecuador	97036	7/8/99
(Licensed)	Trademark			97037	7/8/99
TC-GA	Licensed	Tensar	Panama	59395	6/9/03
(Licensed)	Trademark			61381	1/28/04
TC-GA	Licensed	Tensar	Peru	00071216	3/13/01
(Licensed)	Trademark			00065525	8/18/00
TC-GA	Licensed	Tensar	Venezuela	104300	Unknown
(Licensed)	Trademark				
TC-GA	Trademark	SIERRASCAPE	United States	2,767,443	9/23/03
TC-GA	Trademark	SIERRASCAPE	United States	76/389,835	4/2/02
TC-GA	Trademark	SPECTRA	United States	1,946,375	1/9/96
TC-GA	Trademark	SPECTRA and Design	United States	2,199,033	10/20/98
TC-GA	Trademark	SPECTRA PAVEMENT SYSTEMS	United States	1,927,478	10/17/95
TC-GA	Trademark	SPECTRA PAVEMENT SYSTEMS	Mexico	485,326	3/17/95
TC-GA	Trademark	SIERRA	United States	1,820,338	2/8/94
TC-GA	Trademark	SIERRA	Mexico	460,202	5/12/94
TC-GA	Trademark	MESA and Design	United States	2,265,376	7/27/99
TC-GA	Trademark	MESA MESA	United States United States	2,022,408	12/10/96 9/12/00
TC-GA TC-GA	Trademark Trademark	MESA	Canada	2,385,184 488,568	1/29/98
TC-GA	Trademark	MESA	Panama	83487	10/14/96
TC-GA	Trademark	MESA	Panama	83488	10/14/96
TC-GA	Trademark	MESA	Panama	83489	10/14/96
TC-GA	Trademark	MESA	Peru	004843	8/7/95
TC-GA	Trademark	MESA	Peru	004844	8/7/95
TC-GA	Trademark	MESA	Peru	018043	8/7/95
TC-GA	Trademark	MESA	Argentina	1582090	10/31/95
TC-GA	Trademark	MESA	Argentina	1582091	10/31/95
TC-GA	Trademark	MESA	Argentina	1582137	10/31/95
TC-GA	Trademark	MESA	Brazil	818322934	4/29/97
TC-GA	Trademark	MESA	Brazil	818322942	5/6/97
TC-GA	Trademark	MESA	Chile	462006	5/15/97
TC-GA	Trademark	MESA	Chile	462007	5/15/97
TC-GA	Trademark	MESA	Colombia	191960	12/9/96
TC-GA	Trademark	MESA	Colombia	191961	12/9/96
TC-GA	Trademark	MESA	Costa Rica	138313	4/10/03
TC-GA	Trademark	MESA	Costa Rica	138314	4/10/03
TC-GA	Trademark	MESA	Costa Rica	138315	4/10/03
TC-GA	Trademark	MESA	Costa Rica	2001-6437	8/23/01
TC-GA	Trademark	MESA	Mexico	552823	6/30/97
TC-GA	Trademark	MESA	Mexico	552824	6/30/97
TC-GA	Trademark	MESA	Puerto Rico	35,888	2/9/95
TC-GA	Trademark	MESA	Puerto Rico	35,891	2/9/95
TC-GA	Trademark	MESA	Puerto Rico	35,892	2/9/95
TC-GA	Trademark	MESA	Venezuela	1519	2/9/95
TC-GA	Trademark	MESA	Venezuela	1520	2/9/95
TC-GA	Trademark	MESA	Venezuela	1521	2/9/95

Owner/			S. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Serial/	2.4
Business	IP Type	Title	Country	Registration	Filing/ Grant
Sector		entital and the second		Number	Date
TC-GA	Trademark	MESA	Mexico	402.017	5/22/95
TC-GA	Trademark	MESA	Mexico	492,017 552825	6/30/97
TC-GA	Trademark	THE COMPANY YOU CAN BUILD ON	United States	2,183,291	8/25/98
TC-GA	Trademark	TRITON	United States United States	2,226,410	2/23/99
TC-GA	Trademark	VECTRA	United States United States	2,257,609	6/29/99
TC-GA	Trademark	ARES	United States	2,327,032	3/7/00
TC-GA	Trademark	DIMENSION	United States United States	2,184,397	8/25/98
TC-GA	Trademark	ADD ³	United States	2,110,049	10/28/97
TC-GA	Trademark	THE ALTERNATIVE TO DEEP	United States	76/480,055	1/2/03
	Trademark	FOUNDATIONS		70/100,055	
TC-GA	Trademark	MEREX	United States	2,489,369	9/11/01
TC-GA	Trademark	MEREX	Taiwan	00928502	2/1/01
TC-GA	Trademark	MEREX	India	1160865	12/23/02
TC-GA	Trademark	MEREX	India	1160868	12/23/02
TC-GA	Trademark	SPECTRA	Canada	459,729	6/21/96
TC-GA	Trademark	SPECTRA PAVEMENT SYSTEMS	Canada	448,725	10/6/95
TC-GA	Trademark	SPECTRA	Mexico	485,327	3/17/95
TC-GA	Trademark	SIERRA	Canada	455,345	6/23/95
TC-GA	Trademark	MESA	Costa Rica	141351	9/23/03
TC-GA*	Trademark	PINNACLE	United States	2,151,231	4/14/98
GEO	Licensed	IMPACT	United States	78/277,318	7/22/03
	Trademark				
GEO	Licensed	PRELOAD	United States	78/097,697	12/11/01
	Trademark			- 0.144.4.40	1/2 5 10 5
GEO	Trademark	INTERMEDIATE FOUNDATION	United States	78/616,687	4/26/05
GEO	Trademark	GEOPIER	United States	2281184	9/28/99
GEO	Trademark	RAMMED AGGREGATE PIER	United States	2548544	3/12/02
GEO	Trademark	GEOPIER	European Union	001328996	12/22/00
NAG	Trademark	NORTH AMERICAN GREEN	United States	1,408,515	9/9/86
NAG	Trademark	NORTH AMERICAN GREEN LOGO	United States	1,414,239	10/21/86
NAG NAG	Trademark Trademark	SC150	United States	2,496,362	10/9/01 6/25/02
NAG		SC250 C 350	United States	2,585,130	10/31/95
NAG	Trademark Trademark	P300	United States	1,932,171 2,496,363	10/31/93
NAG	Trademark	P550	United States United States	2,585,138	6/25/02
NAG	Trademark	C125	United States United States	2,515,078	12/4/01
NAG	Trademark	S150	United States	2,500,450	10/23/01
NAG	Trademark	S75	United States United States	2,500,449	10/23/01
NAG	Trademark	DOT SYSTEM	United States United States	2,409,356	11/28/00
NAG	Trademark	VMAX3	United States	2,635,120	10/15/02
NAG	Trademark	VMAX3	United States	2,786,966	11/25/03
NAG	Trademark	SEAM STITCH	United States	2,413,086	12/12/00
NAG	Trademark	CELL-O-SEED	United States	1,686,625	5/12/92
NAG	Trademark	BIONET	United States	1,879,223	2/14/95
NAG	Trademark	3 PHASE	United States	1,924,636	10/3/95
NAG	Trademark	ECO-STAKE	United States	2,196,645	10/13/98
NAG	Trademark	BIO-STAKE	United States	2,241,076	4/20/99
NAG	Trademark	ECMDS	United States	2,284,067	10/5/99
NAG	Trademark	BIOPAINT	United States	2,411,368	12/5/00
NAG	Trademark	SEED 'N SOIL	United States	2,537,309	2/5/02
NAG	Trademark	GREEN SP	United States	2,694,053	3/4/03
NAG	Trademark	SEDIMENTSTOP	United States	2,863,721	7/13/04

^{*} This mark has been abandoned by Tensar; however, the original expiration date is 4/14/2008 and will remain on the USPTO's records until that date.

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Owner/ Business Sector	ТР Туре	Title	Country	Serial/ Registration	Filing/ Grant Date	
Decidi			and the second second	Number		
NAG	Trademark	"A" DESIGN (Blue)	United States	75/644,548	3/22/99	
NAG	Trademark	"B" DESIGN (Red)	United States	75/644,538	3/22/99	
NAG	Trademark	"C" DESIGN (Green)	United States	75/644,547	3/22/99	
NAG	Trademark	"D" DESIGN (White)	United States	75/644,928	3/22/99	
NAG	Trademark	"E" DESIGN (Yellow)	United States	2,920,149	1/18/05	
NAG	Trademark	SHOREMAX	United States	78/629,061	5/12/05	
NAG	Trademark	BUNKERGUARD	United States	2,961,310	6/7/05	
NAG	Trademark	GREENPARTNERSHIP	United States	78/361,710	2/3/04	
NAG	Trademark	SEED PROTECTION MULCH MAT NORTH AMERICAN GREEN GUARDIAN GETS YOU GROWING (Design)	United States	78/404,338	4/19/04	
NAG	Trademark	SURE LOCK	United States	76/615,802	10/12/04	
NAG	Trademark	NORTH AMERICAN GREEN	Canada	342,873	7/15/88	
NAG	Trademark	SURE LOCK	Canada	381,007	3/8/91	
NAG	Trademark	BIONET	Canada	449,877	11/10/95	
NAG	Trademark	ECO-STAKE	Canada	542,719	3/20/01	
NAG	Trademark	C350	Canada	476,253	5/14/97	
NAG	Trademark	3 PHASE	Canada	476,251	5/14/97	
NAG	Trademark	CELL-O-SEED	Canada	419,759	11/19/93	
NAG	Trademark	NORTH AMERICAN GREEN LOGO	Australia	A590,592	11/17/92	
NAG	Trademark	NORTH AMERICAN GREEN LOGO	New Zealand	223,013	11/18/92	
NAG	Trademark	BIO-STAKE	Japan	4,395,599	6/30/00	
NAG	Trademark	ECMDS	Japan	4,395,598	6/30/00	
NAG	Trademark	NORTH AMERICAN GREEN LOGO	Japan	4,053,385	9/5/97	
NAG	Trademark	NORTH AMERICAN GREEN LOGO	Argentina	1,851,826	11/15/01	
NAG	Trademark	NORTH AMERICAN GREEN LOGO	Chile	592,947	3/22/01	
NAG	Trademark	NORTH AMERICAN GREEN LOGO	Mexico	671,122	8/31/00	
NAG	Trademark	C-350	Mexico	482,532	12/14/94	
NAG	Trademark	BIONET	Japan	4,422,802	10/6/00	
NAG	Trademark	NORTH AMERICAN GREEN LOGO	Malaysia	96/00982	9/1/04	
NAG	Trademark	NORTH AMERICAN GREEN LOGO	Brazil	833,905,345	6/30/00	
NAG	Trademark	NORTH AMERICAN GREEN LOGO	Venezuela	2000-012,998	7/25/00	
NAG	Trademark	DOT SYSTEM	Japan	31,968/1999	4/13/99	
NAG	Trademark	VMAX3	Brazil	823,595,862	7/20/01	
NAG	Trademark	NORTH AMERICAN GREEN	Malaysia	96/00981	1/26/96	
NAG	Trademark	NORTH AMERICAN GREEN LOGO	Canada	350,371	1/27/89	

The Trademarks listed I		l to Easy Gardener, Inc. Up Product Business in 199 Buyer never recorded Assi	
Title	Country	Registration Number	Grant Date
NATURE SHIELD	Canada	435,467	11/18/94
DIAMONDBACK	Canada	440,830	3/24/95
DIAMONDBACK & DESIGN	Canada	468,376	1/8/97

TRADE SECRETS

INTELLECTUAL PROPERTY LICENSES

- 1. Exclusive Marketing License and Product Supply Agreement, dated December 4, 1991, between The Tensar Corporation and Leggett & Platt Incorporated.
- 2. Exclusive Marketing License and Technology Commercialization Agreement, dated February 24, 1998, between The Tensar Corporation (f/k/a Atlantech International, Inc.) and Leggett & Platt Incorporated.
- 3. Geopier Sublicensing Agreement, dated July 11, 1999, between Geopier Foundation Company, Inc. and Peterson Contractors, Inc.
- 4. Impact Pier License Agreement, dated January 1, 2005, between Geopier Foundation Company, Inc. and Peterson Contractors, Inc.
- 5. Geopier Sublicensing Agreement, dated December 10, 2000, between Geopier Foundation Company, Inc. and Foundation Service Corporation.
- 6. Geopier Sublicensing Agreement, dated April 15,2002, between Geopier Foundation Company, Inc. and Helical Drilling, Inc.
- 7. Geopier Sublicensing Agreement, dated December 29, 1999, between Geopier Foundation Company, Inc. and GeoConstructors, Inc.
- 8. Impact Pier License Agreement, dated January 1, 2005, between Geopier Foundation Company, Inc. and GeoConstructors, Inc.
- 9. Exclusive General License Agreement, dated July 21, 1995, between Geopier Foundation Company, Inc. and Geopier Foundation Company, Northwest, as amended.
- 10. Geopier Sublicensing Agreement, dated September 24, 1999, between Geopier Foundation Company, Inc. and Geopier Foundation Company, Northern California.
- 11. Geopier License Agreement, dated January 17, 2005, between Geopier Foundation Company, Inc. and Terrafix Geosynthetics, Inc.
- 12. Geopier License Agreement, dated April 13, 2005, between Geopier Foundation Company, Inc. and Cimentec SA DE CV.
- 13. Geopier License Agreement, dated June 2, 2005, between Geopier Foundation Company, Inc. and M-R Drilling Corp.
- 14. Geopier Design Associate Agreement, dated April 14, 1999 between Geopier Foundation Company, Inc., and Matt Caskey, as amended May 31, 2005, between Geopier Foundation Company-Midsouth, LLC and Geopier Foundation Company, Inc.

- 15. Geopier Design Contractor Agreement, dated May 5, 1999 by and between Geopier Foundation Company, Inc. and Geopier Foundation Company, as amended to include Impact Pier services, dated June 2, 2005, between Geopier Foundation Company, Inc. and Geopier Foundation Company-Houston, Inc.
- 16. Geopier Marketing and Design Services Agreement, dated November 25, 2003, by and between Geopier Foundation Company, Inc., and the Pro-Firm, LLC.
- 17. Design Associate Agreement, dated February 11, 2002, between Geopier Foundation Company, Inc., and Design/Build Geotechnical, LLC.
- 18. Geopier License Agreement, dated July 1, 2005 between Geopier Foundation Company, Inc. and Advanced Foundation Systems, Inc.
- 19. License Agreements regarding the Mesa Retaining Wall System by Tensar Earth Technologies as licensor and the following parties as licensees: A.A. Robbins, Inc., Acme Brick Company, Allied Readymix, Inc., Alubry San Luis, Arrow Construction Products Limited, Basalite Concrete Products, LLC, Beton-Bolduc, Inc., Borgert Products, Inc., Calstone Company, Inc., Crumb-Colton Block & Brick Company, Delta Industries, Inc., Emin Ingenieria y Construccion Ltda., E.P. Henry, GeoSintec (Bloques Pedregal, S.A.), Geosintecticos & Geotecnicas S.A., Irvin's Concrete Products, Inc., Leonard Int. & Asociados S.A., Meade Concrete, Metromount Materials, Miami Cement Products, Mid MO. Block & Brick, Midwest Block & Brick, National Block Co., Nettleton Concrete Works, Inc., Nilex, Inc., Northeast Architectural Products, Inc. dba Daron Northeast, Northeast Mesa, LLC, Pivaltec S.A., Preesforzados y Construcciones, S.A., Prefanisca, Shaffer Block, Inc., R&R Engineering Products, Inc., Shelby Block & Builders Supply Co., Shell Rock Products, Inc., Singletary Concrete Products, Inc., Sterling Development Ltd., Tecnologia de Materiales S.A., Terrafix Geosynthetics, Inc., Tri-M Block & Supply, Inc., United Concrete Products, LLC, Van Der Vaart, Vibropren, S.A. de C.V., Wellnitz Landscape Products, LLC, and Wheeler Corporation; each dated as of various dates.
- 20. Product Technology License and Product Supply Agreement for Triton Marine Systems, dated August 1, 2001 between Tensar Earth Technologies Inc. and Mitsui Chemicals Industrial Products, Ltd., including the Application Technology License for Triton Marine Systems, dated August 1, 2001, between Tensar Earth Technologies, Inc. and Mitsui Chemicals Industrial Products, Ltd.
- 21. Technology Development Agreement (Pyramid Pier), dated February 1, 2005 between Nathaniel Fox and Geopier Foundation Company, Inc., as amended.
- 22. Settlement License Agreement and Related Settlement Agreement and Consent Judgment between North American Green, Inc. and Colbond Inc., dated January 11, 2005.
- 23. Trademark Cross-License Agreement between Geopier Foundation Company, Inc., and Geopier Global Corporation over "Geopier" and certain other trademarks of Geopier Global Corporation in the Geopier Foundation Company, Inc. territory, dated July 31, 2002.

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RECORDED: 11/11/2005