

08-07-2007



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To the Director of the U. S. Patent and Trademark Office

Send this document with any other related documents or the new address(es) below.

L.O.E. Y

**1. Name of conveying party(ies):**

GSE Lining Technology, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Agent

Internal Address:

Address:

Street Address: 901 Main Street, 22nd Floor

City: Dallas

State: Texas

Country: USA Zip: 75202

- Association Citizenship national banking association
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) July 27, 2007

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

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See Schedule 1 attached hereto  
(77054595, 76669353, 76669352, etc.)

B. Trademark Registration No.(s)  
See Schedule 1 attached hereto  
(2777201, 1631615, 2084594, etc.)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Julie H. Cooper

Internal Address: c/o Vinson & Elkins L.L.P.

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

**6. Total number of applications and registrations involved:**

25

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Julie H. Cooper  
Signature

August 2, 2007

Date

BYRNE 00000109 2777201


Total number of pages including cover sheet, attachments, and document: 11

08/06/2007  
01 FC:8521  
02 FC:8522

40.00  
600.00  
Name of Person Signing


Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENTREGISTERED TRADEMARKS

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
GSE Lining Technology, Inc.	2777201	EZDRAIN
GSE Lining Technology, Inc.	1631615	FABRI-NET
GSE Lining Technology, Inc.	2084594	GSE
		GSE and Design:
GSE Lining Technology, Inc.	2084598	
GSE Lining Technology, Inc.	2203766	GSE PROFLEX
GSE Lining Technology, Inc.	1447485	GUNDNET
GSE Lining Technology, Inc.	1665849	GUNDSEAL
GSE Lining Technology, Inc.	1803267	GUNDWALL
GSE Lining Technology, Inc.	1734847	HYPERFLEX
GSE Lining Technology, Inc.	2175804	STUDLINER

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
GSE Lining Technology, Inc.	1514616	TEX-NET
GSE Lining Technology, Inc.	1764509	ULTRAFLEX

APPLICATIONS FOR REGISTRATION:

<u>OWNER</u>	<u>U.S. SERIAL NUMBER</u>	<u>TRADEMARK</u>
GSE Lining Technology, Inc.	77054595	BENTOLINER
GSE Lining Technology, Inc.	76669353	BETTER THAN GRASS
GSE Lining Technology, Inc.	76669352	BRINGING TECHNOLOGY TO THE SURFACE
GSE Lining Technology, Inc.	76669350	GEOSPORT
GSE Lining Technology, Inc.	76669351	 GSE and Design:
GSE Lining Technology, Inc.	76651443	PERMANET
GSE Lining Technology, Inc.	76669357	PRODRAIN
GSE Lining Technology, Inc.	76669358	REPLICATED GRASS
GSE Lining	76669356	SANDLESS

<u>OWNER</u>	<u>U.S. SERIAL NUMBER</u>	<u>TRADEMARK</u>
Technology, Inc.		
GSE Lining Technology, Inc.	76669354	TOTAL TURF TECHNOLOGY
GSE Lining Technology, Inc.	76669355	VERTICAL-TO- HORIZONTAL DRAINAGE
GSE Lining Technology, Inc.	76678049	TRX
GSE Lining Technology, Inc.	76678048	TRX

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 27, 2007, is entered into by GSE LINING TECHNOLOGY, INC., a Delaware corporation ("Grantor"), and BANK OF AMERICA, N.A., as Agent (in such capacity, "Agent"). Capitalized terms not otherwise defined herein have the meanings set forth in that certain Loan and Security Agreement dated as of the date hereof among Grantor, the other Borrowers named therein, Agent and the Lenders party thereto (as such agreement may be amended, modified, supplemented and amended and restated from time to time, "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, Grantor is required to grant a security interest to Agent, for the benefit of the Lenders, in all of Grantor's trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the trademarks listed on Schedule 1 hereto (the "Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Loan Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any existing trademarks or any trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE**

**GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.**

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Agent given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, 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 instrument. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



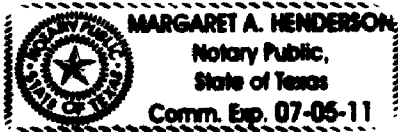
By: *Hance VanBeber*  
Name: Hance VanBeber  
Title: Senior Vice President

STATE OF TEXAS            )  
  )    ss:  
COUNTY OF DALLAS        )

On July 26, 2007, before me, the undersigned, a notary public in and for said state and county, personally appeared Hance VanBeber personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Senior Vice President on behalf of Bank of America, N.A., a national banking association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)




*Margaret A. Henderson*  
Notary Public

My Commission Expires:  
7.5.2011



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