

08-07-2007



103434099

HEET
-Y

RE

To the Director of the U. S. Pat.

ched documents or the new address(es) below.

8.3.07

1. Name of conveying party(ies):

UBS, AG Stamford Branch

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 27, 2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Gundle/SLT Environmental, Inc.

Internal

Address: and GSE Lining Technology, Inc.

Street Address: 19106 Gundle Road

City: Houston

State: Texas

Country: USA Zip: 77073

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit A attached hereto
(1631615, 2084598, 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:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390.00

- 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

08/06/2007 D BYRNE 00000114 1631615

Julie H. Cooper

Total number of pages including cover sheet, attachments, and document: **13**

01 FC:8521
02 FC:8522

40.00
330.00
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

EXHIBIT A**TRADEMARK COLLATERAL TO BE RELEASED**

OWNER	REGISTRATION NUMBER	TRADEMARK
GSE Lining Technology, Inc.	1,631,615	FABRI-NET
GSE Lining Technology, Inc.	2,084,598	GSE & DESIGN
GSE Lining Technology, Inc.	2,084,594	GSE
GSE Lining Technology, Inc.	2,203,766	GSE PROFLEX
GSE Lining Technology, Inc.	2,284,022	GSE WHITE: BEST LINER UNDER THE SUN
GSE Lining Technology, Inc.	1,447,485	GUNDNET
GSE Lining Technology, Inc.	1,665,849	GUNDSEAL
GSE Lining Technology, Inc.	1,803,267	GUNDWALL
GSE Lining Technology, Inc.	1,734,847	HYPERFLEX
GSE Lining Technology, Inc.	2,175,804	STUDLINER
GSE Lining Technology, Inc.	1,764,509	ULTRAFLEX
GSE Lining Technology, Inc.	2,200,420	WE SELL QUALITY AND SERVICE. IT JUST LOOKS LIKE BLACK SHEET.
Serrot International, Inc.	2,777,201	EZDRAIN
National Seal Company	1,411,328	POLY-NET
National Seal Company	1,514,616	TEX-NET

6/1/04

06-03-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0661-0027 (exp. 6/30/2005) Tab settings

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



102757665

To the Honorable Commissioner of Pat.

Final documents or copy thereof.

1. Name of conveying party(ies): Gundle / SLT Environmental, Inc. GSE Lining Technology, Inc.

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

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

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 05/18/2004

2. Name and address of receiving party(ies) Name: UBS AG, Stamford Branch Internal Address: 677 Washington Blvd. Street Address: 6th Floor Tower City: Stamford State: CA Zip: 06901

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

B. Trademark Registration No.(s) 1631615 2084598 2084594 2203766 2284022

Additional number(s) attached Yes No

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

Name: Gregory A. Sager, Esq.

Internal Address:

Street Address: Latham & Watkins

633 West 5th Street, Suite 4000

City: Los Angeles State: CA Zip: 90071-2007

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) \$ 390.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Cathleen Calkins [Signature] Name of Person Signing

5/21/2004 Date

Total number of pages including cover sheet, attachments, and document: 1

06/02/2004 DWELLER 00000948 1631615

01 FC:AS21 02 FC:AS22

40.00 350.00

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

OFFICE OF PUBLIC RECORDS FINANCE SECTION JUN - 1 PM 4:50

TRADEMARK REEL: 002979 FRAME: 0425

TRADEMARK REEL: 003599 FRAME: 0911

Additional Trademark Registration Nos.

1,447,485
1,665,849
1,803,267
1,734,847
2,175,804
1,764,509
2,200,420
2,777,201
1,411,328
1,514,616

TRADEMARK
REEL: 002979 FRAME: 0426

TRADEMARK
REEL: 003599 FRAME: 0912

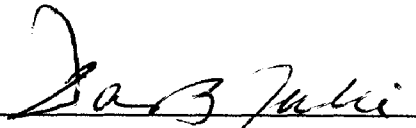
RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this "Release") dated as of July 27, 2007 hereby terminates and releases, without recourse, representation or warranty, all of the undersigned's interests including all security interests in and liens on the trademarks set forth on Exhibit A (together with the goodwill of the business symbolized by the trademarks, and in all registrations or applications for registration thereof) (collectively, the "Trademark Collateral") created under that certain TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2004 (the "Trademark Security Agreement"), entered into by and among GUNDLE/SLT ENVIRONMENTAL, INC., as Borrower, GSE LINING TECHNOLOGY, INC., as Guarantor and UBS, AG STAMFORD BRANCH, as Collateral Agent, as recorded in the U.S. Patent and Trademark Office on June 1, 2004 at Reel/Frame number 2979/0425, details of which are attached hereto as Exhibit B, and the undersigned hereby acknowledges and agrees that it has no further interests in such Trademark Collateral and that such Trademark Security Agreement is terminated and of no further force and effect.

[remainder of page intentionally left blank]

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

UBS, AG STAMFORD BRANCH,
as Collateral Agent

By: 
Name: _____
Its: _____
David B. Julie
Associate Director
Banking Products
Services, US

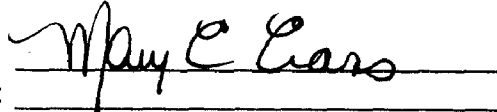
By: 
Name: _____
Its: _____
Mary E. Evans
Associate Director
Banking Products
Services, US

EXHIBIT A**TRADEMARK COLLATERAL TO BE RELEASED**

OWNER	REGISTRATION NUMBER	TRADEMARK
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GSE Lining Technology, Inc.	2,203,766	GSE PROFLEX
GSE Lining Technology, Inc.	2,284,022	GSE WHITE: BEST LINER UNDER THE SUN
GSE Lining Technology, Inc.	1,447,485	GUNDNET
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GSE Lining Technology, Inc.	1,803,267	GUNDWALL
GSE Lining Technology, Inc.	1,734,847	HYPERFLEX
GSE Lining Technology, Inc.	2,175,804	STUDLINER
GSE Lining Technology, Inc.	1,764,509	ULTRAFLEX
GSE Lining Technology, Inc.	2,200,420	WE SELL QUALITY AND SERVICE. IT JUST LOOKS LIKE BLACK SHEET.
Serrot International, Inc.	2,777,201	EZDRAIN
National Seal Company	1,411,328	POLY-NET
National Seal Company	1,514,616	TEX-NET

EXHIBIT B

Details of Reel/Frame number 2979/0425

(see attached)

Trademark Security Agreement

Trademark Security Agreement, dated as of May 18, 2004, by GUNDLE/SLT ENVIRONMENTAL, INC., a Delaware corporation (the "Borrower"), and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them therein.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

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

Very truly yours,

GUNDLE/SLT ENVIRONMENTAL, INC.

By: *Roger J. Klett*
Name:
Title:

GSE LINING TECHNOLOGY, INC.

By: *C. Wayne Case*
Name:
Title:

Accepted and Agreed;

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002979 FRAME: 0428

TRADEMARK
REEL: 003599 FRAME: 0918

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

Very truly yours,

GUNDLE/SLT ENVIRONMENTAL, INC.

By: _____
Name:
Title:

GSE LINING TECHNOLOGY, INC.

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name: **Wilfred V. Saint**
Title: **Director
Banking Products
Services, US**

By: _____
Name: **Josean Fernandes**
Title: **Associate Director
Banking Products
Services, US**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002979 FRAME: 0429

TRADEMARK
REEL: 003599 FRAME: 0919

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

GSE Lining Technology, Inc.	1,631,615	FABRI-NET
GSE Lining Technology, Inc.	2,084,598	GSE & DESIGN
GSE Lining Technology, Inc.	2,084,594	GSE
GSE Lining Technology, Inc.	2,203,766	GSE PROFLEX
GSE Lining Technology, Inc.	2,284,022	GSE WHITE: BEST LINER UNDER THE SUN
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GSE Lining Technology, Inc.	1,411,328	POLY-NET
GSE Lining Technology, Inc.	1,514,616	TEX-NET

LA11256854.1

TRADEMARK
REEL: 002979 FRAME: 0430

TRADEMARK
REEL: 003599 FRAME: 0920

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS

NAME	ADDRESS
GSE Lining Technology, Inc.	19103 Gundle Road, Houston, Texas 77073

LAI256854.1

RECORDED: 06/01/2004

TRADEMARK
REEL: 002979 FRAME: 0431

RECORDED: 08/03/2007

TRADEMARK
REEL: 003599 FRAME: 0921