

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After-Acquired IP Security Agreement (First Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geopier Foundation Company, Inc.		01/07/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	TCO Funding Corporation		
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: 3			
Property Type	Number	Word Mark	
Serial Number:	78277318	IMPACT	
Serial Number:	78097697	PRELOAD	
Serial Number:	78738343	PRELOAD	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-758-1500		
Email:	sroberts@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue, Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	011107.0111		
NAME OF SUBMITTER:	Darren W. Collins		

OP \$90.00 78277318

Signature:

/Darren W. Collins/

Date:

01/15/2008

Total Attachments: 5

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**AFTER-ACQUIRED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

(FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of January 7, 2008, as amended, supplemented or otherwise modified from time to time, this "First Supplemental Intellectual Property Security Agreement", is made by Geopier Foundation Company, Inc. hereto (the "Grantor") in favor of TCO Funding Corp. ("TCO") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Tensar, TCO, Arcapita Investment Funding Limited, as agent for TCO, and AIA Limited, as Agent for Tensar, have entered into a 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, Holdings 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 "Guarantee and Collateral Agreement") 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 Collateral, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantor to TCO for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

WHEREAS, the Intellectual Property Security Agreement was recorded against certain United States Intellectual Property at Reel 016814/Frame 0482 with regard to patents, Reel 003193/Frame 0160 with regard to trademarks, and Volume 3533/Document 157 with regard to Copyrights;

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

SECTION 1. Grant of Security. The Grantor hereby grants to TCO for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the 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, 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 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, 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 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 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, 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 registrations and mask works 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, (iii) 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, 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, (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 thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of. (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by, a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, print, publish, copy, import, export, exploit and sell materials derived from any Copyright 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 infringements and misappropriations of any of the foregoing, (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 thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

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

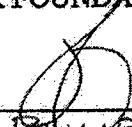
SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This First Supplemental 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. Conflict Provision. This First Supplemental 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.

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.

GEOPIER FOUNDATION COMPANY, INC.

By: 
Name: PHILIP D. EGAN
Title: CHIEF EXECUTIVE OFFICER

455026

TRADEMARK
REEL: 003697 FRAME: 0149

Schedule 1

PATENTS

Soil reinforcement method and apparatus ("Preload")	United States	6,354,768	1/24/00
Method for Construction of Piers in Soil and Pier Construction ("Improved Preload")	United States	7,004,684	12/5/03
Apparatus and Method for Building Support Piers from Successive Lifts formed in a Soil Matrix ("Impact")	United States	10/728,405	2/12/04
Apparatus and Method for Building Support Piers from Successive Lifts formed in a Soil Matrix ("Impact") (continuation-in-part)	United States	11/876,556	10/22/07
Apparatus and Method for Building Support Piers from Successive Lifts formed in a Soil Matrix ("Impact") (continuation-in-part)	United States	11/747,271	5/11/07

TRADEMARKS

IMPACT	United States	78/277,318	7/22/03
PRELOAD	United States	78/097,697	12/11/01
PRELOAD	United States	78/738,343	10/21/05