

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geohay, LLC		01/03/2011	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Shaw Industries Group, Inc.		
Street Address:	616 East Walnut Avenue		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30720		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2492418	GEOHAY	
CORRESPONDENCE DATA			
Fax Number:	(404)420-0805		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-6600		
Email:	trademarks@pogolaw.com		
Correspondent Name:	Charles L. Warner		
Address Line 1:	1201 West Peachtree Street, NW		
Address Line 2:	14th Floor		
Address Line 4:	Atlanta, GEORGIA 30309-3488		
ATTORNEY DOCKET NUMBER:	108118.0307231		
NAME OF SUBMITTER:	Charles L. Warner		
Signature:	/Charles L. Warner/		

CH \$40.00 2492418

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TRADEMARK
REEL: 004449 FRAME: 0082

Date:

01/07/2011

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Patent and Trademark Security Agreement") is made this 3rd day of January, 2011, by GEOHAY, LLC, a South Carolina limited liability company ("Borrower"), and SHAW INDUSTRIES GROUP, INC., a Georgia corporation (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, pursuant to a Revolving Credit and Term Loan Agreement, dated as of the date hereof (the "Loan Agreement"), between Borrower and Lender, Lender has agreed to extend certain loans to Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Borrower shall have executed and delivered to Lender, that certain Security Agreement dated as of date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower is required to execute and deliver this Patent and Trademark Security Agreement to Lender;

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, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or, as applicable, in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Borrower hereby grants to the Lender, a continuing first priority security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any intellectual property license.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby grants to Lender, a continuing first priority security interest in all of the Borrower'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 intellectual property 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 intellectual property license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any intellectual property license.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent 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.

5. **AUTHORIZATION TO SUPPLEMENT.** If Borrower shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent and Trademark Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting the Borrower's obligations under this Section 5, Borrower hereby authorizes Lender unilaterally to modify this Security Agreement by amending Schedules I or II to include any such new Patents or Trademarks of Borrower, respectively. Notwithstanding the foregoing, no failure to so modify this Patent and Trademark Security Agreement or amend Schedule I or II shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I or II.

6. **COUNTERPARTS.** This Patent and Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent and Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

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

Sworn to and subscribed before me
this 3rd day of JAN., 2010.

NOTARY PUBLIC
Mona Lambert

My Commission Expires:
08/20/2012

Sworn to and subscribed before me
this ___ day of _____, 2010.

NOTARY PUBLIC

My Commission Expires:

GEOHAY, LLC, a South Carolina limited liability company

By: Dan J Hargrett
Name: Dan J Hargrett
Title: manager

ACCEPTED AND ACKNOWLEDGED BY:

SHAW INDUSTRIES GROUP, INC., as Lender

By: _____
Gerald R. Embry
Vice President, Administration

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

Sworn to and subscribed before me
this ____ day of _____, 2010.

GEOHAY, LLC, a South Carolina limited liability company

NOTARY PUBLIC

By: _____

Name: _____

Title: _____

My Commission Expires:

ACCEPTED AND ACKNOWLEDGED BY:

SHAW INDUSTRIES GROUP, INC., as Lender

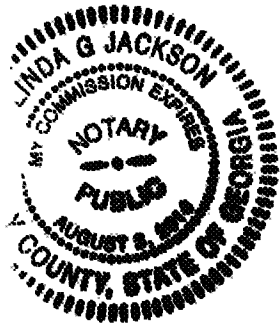
Sworn to and subscribed before me
this 3rd day of January, 2010.

By: Gerald R. Embry
Gerald R. Embry

NOTARY PUBLIC
Linda S. Jackson

Vice President, Administration

My Commission Expires:
August 3, 2014



SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Patent Registrations/ Applications

Jurisdiction	Patent	Application/ Registration No.	App/Reg Date
USA	Synthetic Hay Bale and Method of Using Same	US 6,464,428 B1	October 15,2002
USA	Synthetic Hay Bale and Method of Using Same for Erosion Control	US 6,422,787 B1	July 23, 2002

Patent Licenses

None

SCHEDULE II
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Mike Mikell	USA	GeoHay	2,492,418	September 25, 2001

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None