TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TENSAR INTERNATIONAL CORPORATION		12/29/2010	CORPORATION: GEORGIA
Geopier Foundation Company, Inc.		12/29/2010	CORPORATION: GEORGIA
North American Green, Inc.		12/29/2010	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	TCO Funding Corp.
Street Address:	68 South Service Road, Suite 120
Internal Address:	c/o Global Securitization Services, LLC
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3343702	DIMENSION
Registration Number:	3394327	THE COMPANY YOU CAN BUILD ON
Registration Number:	3676903	TRIAX
Registration Number:	3806888	GEO-INGENUITY
Registration Number:	3646509	GEOPIER
Registration Number:	3688489	GEOPIER
Registration Number:	3642756	GEOPIER FOUNDATION COMPANY
Registration Number:	3642754	IMPACT
Registration Number:	3016156	IMPACT
Registration Number:	3604750	INTERMEDIATE FOUNDATION
Registration Number:	3270605	INTERMEDIATE FOUNDATION

OP $590.00 3343702

Registration Number:	3727040	RAMMED AGGREGATE PIER
Registration Number:	3494248	RAMMED SAND PIER
Registration Number:	3499706	RAMPACT
Registration Number:	3897729	BIO-SC
Registration Number:	3886820	EXTREME SLOPE MATRIX
Registration Number:	3651723	HYDRACX2
Registration Number:	3740373	HYDRAMATRICX
Registration Number:	3791396	SHOREMAX
Serial Number:	85102078	
Serial Number:	85102035	IMPACT
Serial Number:	77945807	RAMMED COMPACTION
Serial Number:	77556179	STEEP SLOPE MATRIX

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Cernter Dr, 20th floor

Address Line 2: (028632-0103)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(028632-0103)
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	01/10/2011

Total Attachments: 10

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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of December 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of TCO Funding Corp. ("TCO") for the benefit of the Secured Parties (used herein as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Tensar Corporation (fka Tensar Holdings, Inc.), a Delaware corporation, Tensar Corporation, LLC (fka The Tensar Corporation, LLC fka The Tensar Corporation (Georgia)), a Georgia limited liability company, TCO Funding Corp. ("TCO") and Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch) (the "Administrative Agent"), entered into (i) a Lease Financing and Purchase Option Agreement, dated as of October 31, 2005 (as amended, supplemented or otherwise modified from time to time, the "Lease Agreement"), (ii) a Working Capital Murabaha Facility Agreement, dated as of October 31, 2005 (as amended, supplemented, replaced or otherwise modified from time to time, the "Commodities Purchase Agreement") together with Arcapita Investment Funding Limited and AIA Limited, and (iii) a Working Capital Murabaha Facility Agreement, dated as of December 29, 2010 (as amended, supplemented, replaced or otherwise modified from time to time, the "Extended Commodities Purchase Agreement") together with Arcapita Investment Funding Limited and AIA Limited;

WHEREAS, in connection with the Lease Agreement, the Commodities Purchase Agreement and the Extended Commodities Purchase Agreement, the Grantors entered into the First Lien Guarantee and Collateral Agreement, dated as of October 31, 2005, (as amended, restated, 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, the Grantors have acquired additional Intellectual Property (used herein as defined in the Guarantee and Collateral Agreement) and desire to grant a security interest in such additional Intellectual Property under the Guarantee and Collateral Agreement in favor of 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 (used herein as defined in the Extended Commodities Purchase Agreement).

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

SECTION 1. Grant of Security. Each Grantor hereby grants to TCO for the ratable benefit of the Secured Parties a first priority security interest in and to all of such 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 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 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, (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 (collectively, the "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"); and

(e) 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 Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security 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 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 Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the other Lease/Purchase Facilities Documents (used herein 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 Lease/Purchase Facilities 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 Lease/Purchase Facilities Documents, the provisions of the Guarantee and Collateral Agreement or the other Lease/Purchase Facilities Documents shall govern.

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

[signature pages follow]

GRANTORS:

TENSAR CORPORATION (F/K/A TENSAR HOLDINGS, INC.)

By: _____
Name: Jeffrey B. Johnson
Title: Executive Vice President & Chief Financial Officer

TENSAR HOLDINGS CORPORATION (F/K/A THE TENSAR CORPORATION)

By: _____
Name: Jeffrey B. Johnson
Title: Vice President & Chief Financial Officer

TENSAR INTERNATIONAL CORPORATION

By: _____
Name: Jeffrey B. Johnson
Title: Vice President & Chief Financial Officer

TENSAR CORPORATION, LLC (F/K/A THE TENSAR CORPORATION, LLC)

By: TENSAR INTERNATIONAL CORPORATION, its sole Member

By: _____
Name: Jeffrey B. Johnson
Title: Vice President & Chief Financial Officer

TENSAR INTERNATIONAL CORPORATION
(F/K/A TENSAR EARTH TECHNOLOGIES, INC.)

By: _____
Name: Jeffrey B. Johnson
Title: Chief Financial Officer & Treasurer

TENSAR POLYTECHNOLOGIES, INC.

By: _____
Name: Jeffrey B. Johnson
Title: Chief Financial Officer & Treasurer

GEOPIER FOUNDATION COMPANY, INC.

By: _____
Name: Jeffrey B. Johnson
Title: Chief Financial Officer & Treasurer

GEOTECHNICAL REINFORCEMENT COMPANY, INC.

By: _____
Name: Jeffrey B. Johnson
Title: Chief Financial Officer & Treasurer

NORTH AMERICAN GREEN, INC.

By: _____
Name: Jeffrey B. Johnson
Title: Treasurer

SCHEDULE I
To
AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENTS

Owner: Tensar Corporation, LLC

Tensar Corporation, LLC Title	Application No. Filing Date	Patent No. Issue Date
Lightweight polypropylene nets manufactured with a beta nucleation additive, the method of manufacture and uses thereof	11/628240 12/1/2006	
Polypropylene grids manufactured with a beta nucleation additive, the method of manufacture and uses thereof	12/078806 4/4/2008	
Erosion Control Ballast and Soil Confinement Mat	12/461,605 8/18/2009	
Integral polyethylene terephthalate grids, the method of manufacture, and uses thereof	12/449379 5/3/2010	
Oil Spill Interceptor Panel and Assembly	61/344,196 6/8/2010	

Owner: Tensar International Corporation

Tensar International Corporation Title	Application No. Filing Date	Patent No. Issue Date
Pavement life extension product and method	12/337889 12/18/2008	7714058 5/11/2010
Pavement life extension product and method	12/542916 8/18/2009	
Pavement Overlay Material and Method	61/300,594 2/2/2010	
Combined Strut and Connector Retaining System and Method Therefor	12/923,934 10/14/2010	

Owner: Geopier Foundation Company, Inc.

Geopier Foundation Company, Inc. Title	Application No. Filing Date	Patent No. Issue Date
Soil reinforcement method and apparatus	09/490670 1/24/2000	6354768 3/12/2002
Method for construction of piers in soil and a pier construction	10/493529 12/5/2003	7004684 2/28/2006
Apparatus and method for building support piers from one or successive lifts formed in a soil matrix	10/728405 2/12/2004	7226246 6/5/2007
Slotted Mandrel for Lateral Displacement Pier and Method of Use	11/913111 5/19/2006	
Pyramidal or conical shaped tamper heads and method of use for making rammed aggregate piers	11/528686 9/28/2006	7488139 2/10/2009

Geopier Foundation Company, Inc. Title	Application No. Filing Date	Patent No. Issue Date
APPARATUS AND METHOD FOR BUILDING SUPPORT PIERS FROM ONE OR SUCCESSIVE LIFTS FORMED IN A SOIL MATRIX	11/747271 5/11/2007	
Method of Providing a Rammed Aggregate Pier ("Rampact Pier" or "Tapered Mandrel" CIP)	11/882,454 8/1/2007	
Method and apparatus for building support piers from one or successive lifts formed in a soil matrix	11/876556 10/22/2007	
Method of and Apparatus for Providing a Rammed Aggregate Pier ("Rampact Pier" or "Tapered Mandrel" Second CIP)	11/979,558 11/5/2007	
Method and apparatus for creating support columns using a hollow mandrel with upward flow restrictors	12/035976 2/22/2008	7604437 10/20/2009
Shielded Tamper and Method of Use for Making Aggregate Columns	12/511310 7/29/2009	
Apparatus and Method for Ground Improvement ("Densipact")	12/792,258 6/2/2010	
Method and Apparatus for Creating Support Piers Using Admixture-Stabilized Materials ("Admixture-Stabilized Piers")	61/378,184 8/30/2010	
Method and Apparatus for Making an Expanded Base Pier ("Expanded Base Pier")	12/875,986 9/3/2010	
Soil Improvement Apparatuses with Extensible Shells and Related Methods ("Shell Piers")	12/880,804 9/13/2010	

Owner: Geotechnical Reinforcement Company, Inc.

Geotechnical Reinforcement Company, Inc. Title	Application No. Filing Date	Patent No. Issue Date
Lateral displacement pier and method of installing the same	10/772756 2/5/2004	6988855 1/24/2006
Lateral displacement pier and method of installing the same	10/178676 6/24/2002	6688815 2/10/2004

TRADEMARK
REEL: 004449 FRAME: 0986

U.S. TRADEMARKS

Owner: Tensar International Corporation

Tensar International Corporation Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
DIMENSION	42	77172020 03-MAY-2007	3343702 27-NOV-2007	Registered.
THE COMPANY YOU CAN BUILD ON	37, 42	77172035 03-MAY-2007	3394327 11-MAR-2008	Registered.
TRIAX	17, 19	77112396 21-FEB-2007	3676903 01-SEP-2009	Registered.

Owner: Geopier Foundation Company, Inc.

Geopier Foundation Company, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
	37, 42	85102078 06-AUG-2010		Pending.
GEO-INGENUITY	37, 42	77864979 04-NOV-2009	3806888 22-JUN-2010	Registered.
GEOPIER	37	77607588 05-NOV-2008	3646509 30-JUN-2009	Registered.
geopier	37, 42	77607531 05-NOV-2008	3688489 29-SEP-2009	Registered.
GEOPIER FOUNDATION COMPANY	37, 42	77607576 05-NOV-2008	3642756 23-JUN-2009	Registered.
IMPACT	37	77607562 05-NOV-2008	3642754 23-JUN-2009	Registered.
IMPACT	42	78277318 22-JUL-2003	3016156 15-NOV-2005	Registered.
impact	37, 42	85102035 06-AUG-2010		Pending.
INTERMEDIATE FOUNDATION	37	77611059 10-NOV-2008	3604750 07-APR-2009	Registered.
INTERMEDIATE FOUNDATION	42	78890066 23-MAY-2006	3270605 24-JUL-2007	Registered.
RAMMED AGGREGATE PIER	37, 42	77271636 05-SEP-2007	3727040 22-DEC-2009	Registered.
RAMMED COMPACTION	37, 42	77945807 26-FEB-2010		Pending
RAMMED SAND PIER	37, 42	77271194 04-SEP-2007	3494248 26-AUG-2008	Registered.
RAMPACT	37, 42	77159535 18-APR-2007	3499706 09-SEP-2008	Registered.

Owner: North American Green, Inc.

North American Green, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
BIO-SC	19	77694564 19-MAR-2009	3897729 28-DEC-2010	Registered.
EXTREME SLOPE MATRIX	31	77556165 26-AUG-2008	3886820 7-DEC-2010	Registered.
HYDRACX2	31	77161934 20-APR-2007	3651723 07-JUL-2009	Registered.
HYDRAMATRICX	31	77161927 20-APR-2007	3740373 19-JAN-2010	Registered.
SHOREMAX	19	77754445 08-JUN-2009	3791396 18-MAY-2010	Registered.
STEEP SLOPE MATRIX	31	77556179 26-AUG-2008		Pending.

U.S. COPYRIGHTS

Owner: The Tensar Corporation (now known as Tensar Corporation, LLC)

The Tensar Corporation (now known as Tensar Corporation, LLC) Title	Registration No. Registration Date
Design guideline for flexible pavements with Tensar Geogrid reinforced base layers.	TX0003529753 1993-05-11