TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	assignment of security interest recorded at reel/frame 4449/0977

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCO Funding Corp.		12/29/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	One Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	bank: SWITZERLAND

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3676903	TRIAX
Registration Number:	3499706	RAMPACT
Registration Number:	3740373	HYDRAMATRICX
Registration Number:	3651723	HYDRACX2
Registration Number:	3343702	DIMENSION
Registration Number:	3394327	THE COMPANY YOU CAN BUILD ON
Registration Number:	3494248	RAMMED SAND PIER
Registration Number:	3727040	RAMMED AGGREGATE PIER
Registration Number:	3886820	EXTREME SLOPE MATRIX
Registration Number:	3901066	STEEP SLOPE MATRIX
Registration Number:	3688489	GEOPIER
Registration Number:	3642754	IMPACT
Registration Number:	3642756	GEOPIER FOUNDATION COMPANY
Registration Number:	3646509	GEOPIER

OP $590.00 3676903

Registration Number:	3604750	INTERMEDIATE FOUNDATION
Registration Number:	3897729	BIO-SC
Registration Number:	3791396	SHOREMAX
Registration Number:	3806888	GEO-INGENUITY
Registration Number:	3016156	IMPACT
Registration Number:	3270605	INTERMEDIATE FOUNDATION
Serial Number:	77945807	RAMMED COMPACTION
Serial Number:	85102035	IMPACT
Serial Number:	85102078	

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 Center Dr, 20th fl

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:	01/11/2011

Total Attachments: 8

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COLLATERAL ASSIGNMENT OF

AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY

This COLLATERAL ASSIGNMENT OF AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY, dated as of December 29, 2010, (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Collateral Assignment"), is made by **TCO FUNDING CORP.** ("TCO" or, the "Assignor") in favor of **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH** as administrative agent and collateral agent (in such capacity and together with its successors, the "Administrative Agent" or, the "Assignee") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of June 22, 2006, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TCO, as borrower, the Lenders party thereto, Credit Suisse AG, Cayman Islands Branch, as sole lead bookrunner, sole lead arranger, administrative agent and collateral agent, General Electric Capital Corporation as syndication agent, and Freeport Financial LLC as documentation agent and (ii) the other Secured Parties.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to TCO under the Credit Agreement that TCO shall have granted a security interest in all of its assets to the Administrative Agent for the benefit of the Secured Parties and TCO has executed and delivered the Collateral Agreement, dated as of October 31, 2005, in favor of the Administrative (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, certain of the assets of TCO consist of (i) a security interest granted to TCO under the After-Acquired Intellectual Property Security Agreement (First Supplemental Filing), dated as of the date hereof, by Tensar Corporation (f/k/a Tensar Holdings, Inc.), Tensar Holdings Corporation (f/k/a The Tensar Corporation), Tensar Corporation, LLC (f/k/a The Tensar Corporation, LLC), and the other signatories party thereto, as Grantors in favor of TCO for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "After-Acquired Intellectual Property Security Agreement"), and (ii) a security interest granted to TCO under any additional "after-acquired" intellectual property security agreements executed in favor of TCO after the date hereof (such security agreements, as amended, restated, supplemented or otherwise modified from time to time, the "Additional After-Acquired Intellectual Property Security Agreements") (the security interests granted in items (i) and (ii), collectively, the "Tensar Intellectual Property Security Interest"); and

WHEREAS, to evidence the collateral assignment of the Tensar Intellectual Property Security Interest to the Administrative Agent for the benefit of the Secured Parties, TCO has agreed to execute this Intellectual Property Collateral Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. TCO hereby collaterally assigns, grants and pledges to the Agent for the ratable benefit of the Secured Parties a first priority security interest in all of TCO's right, title and interest in and to the Tensar Intellectual Property Security Interest as evidenced by that certain After-Acquired Intellectual Property Security Agreement and the Additional After-Acquired Intellectual Property Security Agreements.

SECTION 3. Recordation. TCO authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Collateral Assignment.

SECTION 4. Execution in Counterparts. This Intellectual Property Collateral Assignment may be executed in any number of counterparts (including by fax or other electronic transmission), 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 5. Governing Law. This Intellectual Property Collateral Assignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Intellectual Property Collateral Assignment has been entered into in conjunction with the provisions of the Collateral Agreement, the TCO Intercreditor Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the collateral assignment granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, the TCO Intercreditor Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Collateral Assignment are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the TCO Intercreditor Agreement shall govern.

[signature page follows]

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

TCO FUNDING CORP.
as Assignor

By: _____
Name: Jill A. Russo
Title: Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Administrative Agent and Assignee

By: _____
Name: Megan Kane
Title: Authorized Signatory

By: _____
Name: Didier Siffer
Title: Authorized Signatory

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

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REEL: 004450 FRAME: 0931

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