

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien After-Acquired Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tensor Corporation (f/k/a Tensor Holdings, Inc.)	FORMERLY Tensor Holdings, Inc.	04/27/2012	CORPORATION: DELAWARE
Tensor Corporation, LLC (f/k/a The Tensor Corporation, LLC)	FORMERLY The Tensor Corporation, LLC	04/27/2012	LIMITED LIABILITY COMPANY: GEORGIA
Tensor Holdings, LLC (f/k/a Tensor Holdings Corporation)	FORMERLY Tensor Holdings Corporation	04/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
Tensor International, LLC (f/k/a Tensor International Corporation)	FORMERLY Tensor International Corporation	04/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
Tensor International Corporation (f/k/a Tensor Earth Technologies, Inc.)	FORMERLY Tensor Earth Technologies, Inc.	04/27/2012	CORPORATION: GEORGIA
Tensor Polytechnologies, Inc.		04/27/2012	CORPORATION: GEORGIA
Geopier Foundation Company, Inc.		04/27/2012	CORPORATION: GEORGIA
Geotechnical Reinforcement Company, Inc.		04/27/2012	CORPORATION: GEORGIA
North American Green, Inc.		04/27/2012	CORPORATION: INDIANA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85249091	ARMORPACT
Serial Number:	77781639	DENSIPACT

OP \$440.00 85249091

Serial Number:	75653362	RAMMED AGGREGATE PIER
Serial Number:	85500689	ERONET
Serial Number:	77555813	HYDRACM
Serial Number:	85500740	HYDRACX
Serial Number:	85500759	HYDRAGS
Serial Number:	85500748	HYDRAGT
Serial Number:	78404338	SEED PROTECTION MULCH MAT NORTH AMERICAN GREEN GUARDIAN GETS YOU GROWING
Serial Number:	85500673	TMAX
Serial Number:	85500716	VMAX
Serial Number:	85526128	BX1500
Serial Number:	77788153	ENDURABLEND
Serial Number:	78777260	GEOSKIN
Serial Number:	77602160	MULCH & SEED INNOVATIONS, LLC
Serial Number:	85026577	TENSARSLOPE
Serial Number:	85026565	TENSARSOIL

CORRESPONDENCE DATA

Fax Number: 2147581550
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214.758.3414
Email: sasmith@pattonboggs.com
Correspondent Name: Nam Huynh
Address Line 1: 2000 McKinney Avenue
Address Line 2: Suite 1700
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	011107.0111
NAME OF SUBMITTER:	Nam H. Huynh
Signature:	/Nam H. Huynh/
Date:	05/07/2012

Total Attachments: 10
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE EXERCISE OF ANY RIGHT OR REMEDY BY TCO (OR AMERICAN CAPITAL, LTD., AS AGENT (AS DEFINED IN THE SECOND LIEN GUARANTEE AND COLLATERAL AGREEMENT REFERRED TO BELOW) (IN SUCH CAPACITY, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE “AGENT”)) HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE TENSAR INTERCREDITOR AGREEMENT, DATED AS OF APRIL 27, 2012 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “TENSAR INTERCREDITOR AGREEMENT”), AMONG TENSAR HOLDINGS, TENSAR, TCO, GENERAL ELECTRIC CAPITAL CORPORATION, AS “FIRST LIEN AGENT,” AND AGENT, AS “SECOND LIEN AGENT,” AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE TENSAR INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE TENSAR INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

**SECOND LIEN AFTER-ACQUIRED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

(THIRD SUPPLEMENTAL FILING)

This SECOND LIEN AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (THIRD SUPPLEMENTAL FILING), dated as of April 27, 2012 (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. (together with its permitted assignees, “TCO”), for the benefit of the Secured Parties (used herein as defined in the Second Lien Guarantee and Collateral Agreement referred to below).

WHEREAS, Tensar Corporation, LLC (formerly known as The Tensar Corporation, LLC), a Georgia limited liability company (“Tensar”), Tensar Corporation, a Delaware corporation (formerly known as Tensar Holdings, Inc.) (“Tensar Holdings”), the other Tensar Parties named therein as parties thereto, TCO, Arcapita Investment Funding Limited, a Cayman Islands limited liability company, AIA Limited, a Cayman Islands limited liability company, and American Capital, Ltd., a Delaware corporation (successor by merger to American Capital Financial Services, Inc.), have entered into that certain Second Amended and Restated Murabaha Facility Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Commodities Purchase Agreement”; unless otherwise indicated, all undefined capitalized terms used herein shall have the meaning given to such terms in the Second Lien Commodities Purchase Agreement);

WHEREAS, in connection with the Second Lien Commodities Purchase Agreement, Tensar Holdings, and certain of its Subsidiaries entered into that certain Second Lien Guarantee and Collateral Agreement, dated as of October 31, 2005 (as amended, restated, supplemented or

otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement") in favor of TCO for the benefit of the Secured Parties; and

WHEREAS, the Grantors have acquired additional Intellectual Property (used herein as defined in the Second Lien Guarantee and Collateral Agreement) and desire to grant a security interest in such additional Intellectual Property under the Second Lien Guarantee and Collateral Agreement in favor of TCO for the 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.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to TCO, for the benefit of the Secured Parties, a 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, 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 infringement, misappropriation, dilution, violation, or other impairment 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 infringement, misappropriation, dilution, violation, or other impairment thereof), and (iv) all other rights of any kind whatsoever of such 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 infringement, violation, or other impairment 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 infringement, violation, or other impairment 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 such 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 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 infringement, misappropriation, violation, or other impairment 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 infringement, misappropriation, violation, or other impairment thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “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, 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 misappropriation, violation, or other impairment 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 misappropriation, violation, or other impairment thereof), and (iv) all other rights of any kind whatsoever of such 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 such 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, 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 infringement, misappropriation, dilution, violation, or other impairment thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each 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 facsimile 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 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, except for its rules relating to the conflict of laws principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Second Lien Guarantee and Collateral Agreement and the other Second Lien Commodities Purchase Facility Documents (used herein as defined in the Second Lien 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 Second Lien Guarantee and Collateral Agreement and the other Second Lien 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 Second Lien Guarantee and Collateral Agreement or the other Second Lien Commodities Purchase Facility Documents, the provisions of the Second Lien Guarantee and Collateral Agreement or the other Second Lien Commodities Purchase Facility Documents shall govern, except as provided in Section 6 herein.

SECTION 6. Subordination. Notwithstanding anything herein to the contrary, the lien and security interest granted to TCO pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by TCO hereunder are subject to the provisions of the Tensar Intercreditor Agreement (as defined in the Second Lien Guarantee and Collateral Agreement). In the event of any conflict between the terms of the Tensar Intercreditor Agreement and this Intellectual Property Security Agreement, the terms of the Tensar Intercreditor Agreement shall govern and control.

[Remainder of page intentionally blank; signature page follows]

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.

GRANTORS:

TENSAR CORPORATION
(f/k/a Tensar Holdings, Inc.),
a Delaware corporation

By: 

Name: David Morris
Title: Chief Financial Officer

TENSAR CORPORATION, LLC
(f/k/a The Tensar Corporation, LLC),
a Georgia limited liability company

By: **Tensar International, LLC**
(f/k/a Tensar International Corporation),
a Delaware limited liability company,
its sole member

By: 

Name: David Morris
Title: Chief Financial Officer

TENSAR HOLDINGS, LLC
(f/k/a Tensar Holdings Corporation),
a Delaware limited liability company

By: 

Name: David Morris
Title: Chief Financial Officer

TENSAR INTERNATIONAL, LLC
(f/k/a Tensar International Corporation),
a Delaware limited liability company

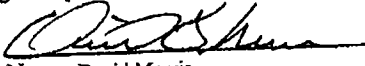
By: 

Name: David Morris
Title: Chief Financial Officer


[SIGNATURE PAGE TO SECOND LIEN AFTER-ACQUIRED IP SECURITY AGREEMENT]
(Third Supplemental Filing)

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TENSAR INTERNATIONAL CORPORATION
(f/k/a Tensar Earth Technologies, Inc.),
a Georgia corporation

By: 
Name: David Morris
Title: Chief Financial Officer


TENSAR POLYTECHNOLOGIES, INC.,
a Georgia corporation

By: 
Name: David Morris
Title: Chief Financial Officer

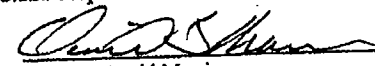
GEOPIER FOUNDATION COMPANY, INC.,
a Georgia corporation

By: 
Name: David Morris
Title: Chief Financial Officer

**GEOTECHNICAL REINFORCEMENT
COMPANY, INC.,**
a Georgia corporation

By: 
Name: David Morris
Title: Chief Financial Officer

NORTH AMERICAN GREEN, INC.,
an Indiana corporation

By: 
Name: David Morris
Title: Treasurer

[SIGNATURE PAGE TO SECOND LIEN AFTER-ACQUIRED IP SECURITY AGREEMENT]
(Third Supplemental Filing)

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Schedule 1

U.S. PATENTS

Owner	Title	Application Number	Date Filed	Patent Number	Date Issued
Geopier Foundation Company Inc.	Construction Modulus Testing Apparatus and Method	13/143,429	7/6/2011		
Geopier Foundation Company Inc.	Method and Apparatus for Building Support Piers from One or More Successive Lifts Formed in a Soil Matrix	13/042,183	3/7/2011		
Geopier Foundation Company Inc.	Method and Apparatus for Building Support Piers from One or More Successive Lifts Formed in a Soil Matrix	13/042,183	3/7/2011		
Geopier Foundation Company Inc.	Method of Providing a Support Column	13/163,925	6/20/2011		
Geopier Foundation Company Inc.	Shielded Tamper and Method of Use for Making Aggregate Columns	13/412,194	3/5/2012		
Tensar International Corporation	Cross-linked Biofiber Products and Processes for Their Manufacture	12/316,525	12/12/2008	7,788,847	9/7/2010
Tensar International Corporation	Entangled Cotton Byproducts and Biofiber Hydraulic Mulch- Erosion Control Products, and the Process for Their Manufacture	12/218,979	7/17/2008	7,900,394	4/8/2011
Tensar International Corporation	Free-Wheeling-Resistant Rolls for Mining Roof Support and the Combination of a Mining Machine and	61/552,874	10/28/2011		
Tensar International Corporation	Knitted Geotextile, and Geotextile Tube Constructed Thereof	13/124,449	6/20/2011		

Owner	Title	Application Number	Date Filed	Patent Number	Date Issued
Tensar Corporation, LLC	Light Weight Oriented Net Assembly for Oil Capture and Containment	13/204,130	8/5/2011		
Tensar Corporation, LLC	Lightweight Polypropylene Nets Manufactured with a Beta Nucleation Additive, the Method of Manufacture and Uses Thereof	13/108,334	5/16/2011		
Tensar International Limited	Modular Block Retaining Wall Construction	09/147,283	5/12/1997	6019550	2/1/2000
Tensar Technologies Limited	Multi-Axial Grid or Mesh Structures with High Aspect Ratio Ribs	12/379,058	2/11/2009		
Tensar International Corporation	Pavement Overlay Material and Method	13/019,535	2/2/2011		
Tensar Corporation, LLC	Polypropylene Grids Manufactured with a Beta Nucleation Additive, the Method of Manufacture and Uses Thereof	12/929,048	12/23/2010		
Tensar Corporation, LLC	Polypropylene Grids Manufactured with a Beta Nucleation Additive, the Method of Manufacture and Uses Thereof	13/169,317	6/27/2011		
Tensar International Limited	Protected Junctions Soil Reinforcement	08/836,722	11/24/1995	6423394	7/23/2002
Tensar International Corporation	Wire Facing Unit for Retaining Walls With Strut Attachment Locator	12/461,923	8/27/2009		
Tensar Corporation, LLC	Geocell With Facing Panel	07/872,113	4/22/1992	5,320,455	6/14/1994
Tensar Holdings Corporation	Non-Woven Needle-Punched Filter Fabric	08/851,271	5/5/1997	5,877,096	3/2/1999

U.S. TRADEMARKS

Owner	Mark	Serial Number	File Date	Registration Number	Grant Date
Geopier Foundation Company Inc.	ARMORPACT	85/249,091	2/23/2011		
Geopier Foundation Company Inc.	DENSIPACT	77/781,639	7/15/2009	3,948,498	4/19/2011
Geopier Foundation Company Inc.	RAMMED AGGREGATE PIER	75/653,362 (Supplemental Registry)	3/4/1999	2,548,544	3/12/2002
North American Green Inc.	ERONET	85/500,689	12/21/2011		
North American Green Inc.	HYDRACM	77/555,813	8/26/2008		
North American Green Inc.	HYDRACX	85/500,740	12/21/2011		
North American Green Inc.	HYDRAGS	85/500,759	12/21/2011		
North American Green Inc.	HYDRAGT	85/500,748	12/21/2011		
North American Green Inc.	SEED PROTECTION MULCH MAT NORTH AMERICAN GREEN GUARDIAN GETS YOU GROWING (Design)	78/404,338	4/19/2004	3110181	6/27/2006
North American Green Inc.	TMAX	85/500,673	12/21/2011		
North American Green Inc.	VMAX	85/500,716	12/21/2011		
Tensar International Corporation	BX1500	85/526,128	1/26/2012		
Tensar International Corporation	ENDURABLEND	77/788,153	7/23/2009	4,088,325	1/17/2012
Tensar International Corporation	GEOSKIN	78/777,260	12/20/2005	3,320,825	10/23/2007
Tensar International Corporation	MULCH AND SEED INNOVATIONS	77/602,160	10/28/2008	3,634,636	6/9/2009

Owner	Mark	Serial Number	File Date	Registration Number	Grant Date
Tensar International Corporation	TENSARSLOPE	85/026,577	4/29/2010	4,064,152	11/29/2011
Tensar International Corporation	TENSARSOIL	85/026,565	4/29/2010	4,064,151	11/29/2011

[Tensar] 2d Lien After-Acquired IP Security Agreement
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