

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Address of the Receiving Party previously recorded on Reel 004774 Frame 0768. Assignor(s) hereby confirms the the submission is to correct an inadvertent error in the cover sheet previously recorded at reel 4774 frame 0768.

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TCO Funding Corp.		04/27/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	American Capital, Ltd. (successor by merger to American Capital Financial Services, Inc.)
<b>Street Address:</b>	2200 Ross Avenue
<b>Internal Address:</b>	Suite 5000 East
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 20</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	78277318	IMPACT
Serial Number:	78097697	PRELOAD
Serial Number:	78738343	PRELOAD
Serial Number:	85249091	ARMORPACT
Serial Number:	77781639	DENSIPACT
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

OP \$515.00 78277318

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: 214.758.3502  
Email: sasmith@pattonboggs.com  
Correspondent Name: Darren W. Collins  
Address Line 1: 2000 McKinney Avenue  
Address Line 2: Suite 1700  
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	05/14/2012

**Total Attachments: 23**  
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<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Collateral Assignment of Intellectual Property Security		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TCO Funding Corp.		04/27/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Capital, Ltd. (successor by merger to American Capital Financial Services, Inc.		
<b>Street Address:</b>	68 South Service Road		
<b>Internal Address:</b>	Suite 120		
<b>City:</b>	Melville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78277318	IMPACT	
<b>Serial Number:</b>	78097697	PRELOAD	
<b>Serial Number:</b>	78738343	PRELOAD	
<b>Serial Number:</b>	85249091	ARMORPACT	
<b>Serial Number:</b>	77781639	DENSIPACT	

TRADEMARK

REEL: 004778 FRAME: 0916

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  
Phone: 214.758.3414  
Email: sasmith@pattonboggs.com

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***

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/

TRADEMARK

REEL: 004778 FRAME: 0917

05/07/2012

**Total Attachments: 20**

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**RECEIPT INFORMATION**

ETAS ID: TM234338  
Receipt Date: 05/07/2012  
Fee Amount: \$515

**TRADEMARK****REEL: 004778 FRAME: 0918**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO AGENT (AS DEFINED BELOW) PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE TCO INTERCREDITOR AGREEMENT, DATED AS OF APRIL 27, 2012 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "TCO INTERCREDITOR AGREEMENT"), AMONG TCO, GENERAL ELECTRIC CAPITAL CORPORATION, AS "FIRST LIEN ADMINISTRATIVE 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 TCO INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE TCO INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

## SECOND LIEN COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY

This SECOND LIEN COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY, dated as of April 27, 2012, (as amended, restated, supplemented or otherwise modified from time to time, this "Intellectual Property Collateral Assignment"), is made by **TCO FUNDING CORP.** ("TCO" or, the "Assignor") in favor of **AMERICAN CAPITAL, LTD.**, a Delaware corporation (successor by merger to American Capital Financial Services, Inc.), as agent (in such capacity and together with its successors, the "Agent" or, the "Assignee") for the banks and other financial institutions or entities (the "Purchasers") from time to time party to that certain Third Amended and Restated Note Purchase Agreement, dated as of the date hereof, (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among TCO, as borrower, the Purchasers party thereto, and Agent.

WHEREAS, it is a condition precedent to the obligation of the Purchasers to purchase the notes of TCO under the Note Purchase Agreement that TCO shall have granted a security interest in all of its assets to the Agent for the benefit of the Secured Parties and TCO has executed and delivered the Second Lien Collateral Agreement, dated as of October 31, 2005, in favor of the Agent (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 January 7, 2008, by Geopier Foundation Company, Inc., as Grantor, in favor of TCO for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "First After-Acquired Intellectual Property Security Agreement"), (ii) a security interest granted to TCO under the Second Lien After-Acquired Intellectual Property Security Agreement (Second Supplemental Filing), dated as December 29, 2010, by Tensar Corporation (f/k/a Tensar Holdings, Inc.) ("Tensar Holdings"), Tensar Holdings

Corporation (f/k/a The Tensar Corporation, and predecessor to Tensar Holdings, LLC) (“Holdings”), Tensar Corporation, LLC (f/k/a The Tensar Corporation, LLC) (“Tensar”), 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 “Second After-Acquired Intellectual Property Security Agreement”), (iii) a security interest granted to TCO under the Second Lien After-Acquired Intellectual Property Security Agreement (Third Supplemental Filing), dated as of the date hereof, by Tensar Holdings, Holdings, Tensar, 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 “Third After-Acquired Intellectual Property Security Agreement”), and (iv) a security interest granted to TCO under any additional second lien “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), (ii), (iii), and (iv) collectively, the “Tensar Intellectual Property Security Interest”); and

WHEREAS, to evidence the collateral assignment of the Tensar Intellectual Property Security Interest to the 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 Note Purchase Agreement.

SECTION 2. Grant of Security. TCO hereby collaterally assigns, grants and pledges to the Agent for the benefit of the Secured Parties a first priority (subject to Section 6 hereof) security interest in all of TCO’s right, title and interest in and to the Tensar Intellectual Property Security Interest as evidenced by the First After-Acquired Intellectual Property Security Agreement, the Second After-Acquired Intellectual Property Security Agreement, the Third After-Acquired Intellectual Property Security Agreement, and the Additional After-Acquired Intellectual Property Security Agreements, if any, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of TCO’s Obligations.

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, 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).

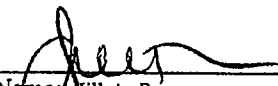
SECTION 6. Conflict Provision. This Intellectual Property Collateral Assignment has been entered into in conjunction with the provisions of the Collateral Agreement, the TCO Intercreditor Agreement and the Note Purchase Agreement. The rights and remedies of each party hereto with respect to the collateral 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 Note Purchase 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 Note Purchase Agreement, the provisions of the TCO Intercreditor Agreement shall govern.

*[Remainder of page intentionally blank; 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:

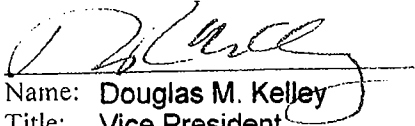
  
Name: Will A. Russo  
Title: Vice President

[Signature Page to Second Lien Collateral Assignment of Intellectual Property Security Agreement]

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**TRADEMARK**  
**REEL: 004778 FRAME: 0922**

AMERICAN CAPITAL, LTD.,  
as Agent and Assignee

By:   
Name: Douglas M. Kelley  
Title: Vice President

[Signature Page to Second Lien Collateral Assignment of Intellectual Property Security Agreement]

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TRADEMARK  
REEL: 004778 FRAME: 0923

**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.

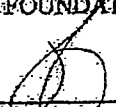
SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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

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



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.

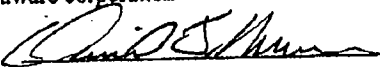
SECTION 6. Subordination. Notwithstanding anything herein to the contrary, the lien and security interest granted to TCO pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by TCO hereunder are subject to the provisions of the Tensar Intercreditor Agreement (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.

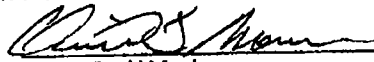
**GRANTORS:**

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

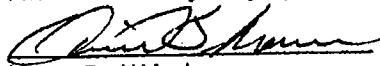
By:   
Name: David Morris  
Title: Chief Financial Officer

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

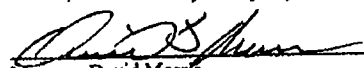
By: **Tensar International, LLC**  
(f/k/a Tensar International Corporation),  
a Delaware limited liability company,  
its sole member

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

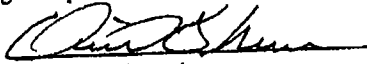
**TENSAR INTERNATIONAL, LLC**  
(f/k/a Tensar International Corporation),  
a Delaware limited liability company

By:   
Name: David Morris  
Title: Chief Financial Officer


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

011107.01111641080


**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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**TRADEMARK**  
**REEL: 004778 FRAME: 0934**

**Schedule 1**

**U.S. PATENTS**

<b>Owner</b>	<b>Title</b>	<b>Application Number</b>	<b>Date Filed</b>	<b>Patent Number</b>	<b>Date Issued</b>
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  
011107.0111641080.08