

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
Soil-Nail Holdings, LLC		12/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
Soil Nail Launcher, LLC		12/28/2012	LIMITED LIABILITY COMPANY: COLORADO
Landslide Solutions, LLC		12/28/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
Geostabilization, LLC		12/28/2012	LIMITED LIABILITY COMPANY: COLORADO
R & B Leasing, LLC		12/28/2012	LIMITED LIABILITY COMPANY: COLORADO
Geotechnical Supply Company, LLC		12/28/2012	LIMITED LIABILITY COMPANY: WYOMING

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	1000 Town Center, Suite 1500
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48075
Entity Type:	banking corporation: OHIO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3599864	BIOWALL
Registration Number:	3632588	GCS
Serial Number:	85720708	GEOBRIDGE
Registration Number:	3691782	GSI
Registration Number:	3699759	SUPERNAIL
Serial Number:	85720711	USGEOBRIDGE

OP \$165.00 3599864

CORRESPONDENCE DATA

Fax Number: 7346231625

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

Phone: (734) 623-1678

Email: nhudge@dickinsonwright.com

Correspondent Name: Nora Hudge, Paralegal

Address Line 1: Dickinson Wright PLLC

Address Line 2: 350 South Main Street, Suite 300

Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	21198-213
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	01/10/2013

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Security Agreement**") dated as of December 28, 2012, is made by **SOIL-NAIL HOLDINGS, LLC**, a Delaware limited liability company ("**Holdings**"), **SOIL NAIL LAUNCHER, LLC**, a Colorado limited liability company ("**SNL**"), **LANDSLIDE SOLUTIONS, LLC**, a California limited liability company ("**LSL**"), **GEOSTABILIZATION, LLC**, a Colorado limited liability company ("**GSL**"), **R & B LEASING, LLC**, a Colorado limited liability company ("**R & B**"), and **GEOTECHNICAL SUPPLY COMPANY, LLC**, a Wyoming limited liability company ("**Geotechnical**", and collectively with Holdings, SNL, LSL, GSL and R & B, "**Borrowers**"), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (as defined below) ("**Agent**").

RECITALS:

Agent, each Lender, the LC Issuer (collectively, the "**Secured Creditors**"), and the Borrowers are parties to a certain Credit Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "**Credit Agreement**"), which provides (i) for the Secured Creditors to make certain loans to Borrowers, and (ii) for the grant by Borrowers to Agent, for the benefit of the Secured Creditors, of a security interest in each Borrower's assets, including, without limitation, each Borrower's patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, goodwill and licenses, and all proceeds thereof.

In consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers (intending to be legally bound) hereby agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto, as the Credit Agreement and such terms are amended, restated, or otherwise revised in accordance with the terms thereof. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by Borrowers to Agent, including, without limitation, all of the "**Obligations**", as defined in the Credit Agreement (collectively, the "**Obligations**"), each Borrower hereby grants a first priority perfected security interest and lien having priority over all other security interests and liens, with power of sale, upon the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement), in and to any and all of each Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached

hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "**Trademark**" and, collectively, as the "**Trademarks**"); and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between any Borrower and any other party, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and any Borrower's rights thereunder are referred to collectively as the "**Licenses**"); and

(iv) the goodwill of each Borrower's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Copyrights**"); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer

lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by any Borrower, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "**Trade Secrets**").

3. Representations and Warranties. Each Borrower hereby represents and warrants to Agent, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof:

(i) To Borrower's knowledge, none of the Intellectual Property that is material to the operation of the Borrowers' business has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property that is material to the operation of the Borrowers' business is valid and enforceable, and the Borrower has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iii) Except as described on Exhibits A, B, C and D, each Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by Borrower not to sue third persons, except for any applicable Permitted Liens;

(iv) Borrower has adopted, used and is currently using all of the Trademarks that are material to the operation of Borrower's business, and to Borrower's knowledge, Borrower's use thereof does not infringe the intellectual property rights of any person or entity;

(v) Except as set forth on Exhibits A, B, C, and D, no Borrower has no notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vi) Each Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer or manager of the Borrower, as applicable, and this Security Agreement is a legally valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(vii) To Borrower's knowledge, except as described on Exhibits A, B, C, and D, no trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks;

(viii) The Licenses, complete copies of which have been provided to Agent, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To the Borrower's knowledge, each of the Licenses is in full force

and effect and has not been amended or abrogated and there is no default under any of the Licenses; and

(ix) To knowledge of Borrower, none of the Intellectual Property infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the knowledge of the Borrower, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

4. Restrictions on Future Agreements. Each Borrower agrees that until all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Borrowers) shall have been satisfied and indefeasibly paid in full and the Credit Agreement shall have been terminated in accordance with its terms, no Borrower shall, without the prior written consent of Agent, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of the Borrower's business), and each Borrower further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Agent under this Security Agreement.

5. New Intellectual Property. Each Borrower hereby represents and warrants to Agent that the Intellectual Property listed on Exhibits A, B, C, and D, constitute all of the Intellectual Property (except with respect to Trade Secrets and unregistered copyrights) now owned by Borrower. If, before all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Borrowers) shall have been satisfied in full or before the Credit Agreement has been terminated in accordance with its terms, any Borrower shall (i) become aware of any existing Intellectual Property of which a Borrower has not previously informed Agent, (ii) obtain rights to any new patentable inventions or other Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and the Borrowers shall give to Agent prompt written notice thereof (except with respect to Trade Secrets and unregistered copyrights). Each Borrower hereby authorizes Agent to modify this Security Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Borrowers' sole cost and expense). Upon Agent's reasonable request, each Borrower agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Agent's interest in all Intellectual Property added to Exhibits A, B, C, and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder, and (ii) the payment in full of all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Borrowers) and the termination of the Credit Agreement. Each Borrower agrees that upon the occurrence and during the

continuance of an Event of Default, the use by Agent of all Intellectual Property shall be worldwide and as extensive as the rights of any Borrower to use such Intellectual Property, and without any liability for royalties or other related charges from Agent to any Borrower. Upon the occurrence and during the continuance of any Event of Default, each Borrower hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Agent as assignee of Borrower's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Agent as assignee of Borrower's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Agent as assignee of Borrower's entire interest therein and in the goodwill of Borrower's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement. Each Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Ohio.

8. Agent's Right to Inspect; Trademark Quality Control. Agent shall have the right, at any time and from time to time during normal business hours (subject to Section 6.4 of the Credit Agreement) and prior to payment in full of all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Borrowers) and termination of the Credit Agreement, to inspect each Borrower's premises and to examine each Borrower's books, records and operations, including, without limitation, each Borrower's quality control processes. Each Borrower agrees (i) to maintain the quality of any and all products in connection with which the Trademarks that are material to the operation of the Borrowers' businesses, consistent with the quality of said products as of the date hereof and (ii) to provide Agent, upon Agent's reasonable request from time to time, with a certificate of an officer of the Borrower certifying, on behalf of the Borrower, Borrower's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, each Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Borrower under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default has occurred and is continuing and Agent has commenced proceedings enforcing any of its rights and remedies in connection therewith, Agent agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable, unless such termination is due to an Event of Default.

9. Release of Security Agreement. Upon the payment and performance in full of the Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Borrowers), and the full and final termination of any commitment to extend any loan or financial accommodations under the Credit Agreement, this Security Agreement shall terminate, and Agent shall execute and deliver any document reasonably requested by Borrowers, at Borrowers' sole cost and expense, as shall be necessary to evidence termination of the security interest granted by each Borrower to Agent hereunder.

10. Expenses. All fees, reasonable out-of-pocket costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property or in connection with the performance of any of the agreements set forth herein, shall be borne by and paid by Borrowers on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate (as defined in the Credit Agreement).

11. Duties of Borrowers. Each Borrower shall have the duty to the extent commercially reasonable and in Borrower's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications that are material to the operation of the Borrowers' businesses pending as of the date hereof or hereafter until all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Borrowers) shall have been paid in full and the Credit Agreement has been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks that are material to the operation of the Borrowers' businesses, (iii) to preserve and maintain all rights in the Intellectual Property that are material to the operation of the Borrowers' businesses (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of the Borrower in its Trademarks), and (iv) to ensure that the Intellectual Property that is material to the operation of the Borrowers' businesses is and remains enforceable. Any and all costs and expenses incurred in connection with each Borrower's obligations under this Section 11 shall be borne by Borrowers. No Borrower shall knowingly and unreasonably abandon any right to file a patent, trademark or service mark application that is material to the operation of the Borrowers' businesses, or abandon any pending patent application that is material to the operation of the Borrowers' businesses, or any other Intellectual Property that is material to the operation of the Borrowers' businesses, without the prior written consent of Agent except for Intellectual Property that a Borrower determines, in the exercise of its good faith business judgment, is not or is no longer material to its business.

12. Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in

its own name to enforce the Intellectual Property, and, if Agent shall commence any such suit, each Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Agent in aid of such enforcement and each Borrower shall promptly, upon demand, reimburse and indemnify Agent for all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Agent in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between any Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Borrowers) shall have been paid in full and the Credit Agreement has been terminated.

17. Indemnification. Each Borrower hereby agrees to and shall defend, indemnify, save, and hold Agent and its officers, directors, employees, affiliates and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this Security Agreement or the transactions contemplated hereby, and (b) all reasonable out-of-pocket costs and expenses,

charges, penalties, damages, and losses (including, without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses) in any way suffered, incurred, or paid by Agent as a result of or in any way arising out of, following, or consequential to this Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Agent because of its willful misconduct or gross negligence. The indemnification obligations of each Borrower provided hereby shall survive the termination of this Security Agreement and the Credit Agreement.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon each Borrower and its respective successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, no Borrower shall assign this Security Agreement or any of such Borrower's obligations hereunder without the prior written consent of Agent.

19. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Ohio, without regard to choice of law or conflict of law principles.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

21. Further Assurances. Each Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Each Borrower acknowledges that a copy of this Security Agreement will be filed by the Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Borrowers.

22. Survival of Representations. All representations and warranties of each Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Credit Agreement.

23. Foreign Patents, Copyrights and Trademarks. Upon the request of Agent at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Borrowers, each Borrower shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Agent to collaterally assign any and all of Borrower's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Agent. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall

automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

24. Conflict. If there is any conflict, ambiguity, or inconsistency, in Agent's sole judgment, between the terms of this Agreement and any of the other Loan Documents, then the Credit Agreement will control.

25. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN CINCINNATI, OHIO OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(b) **TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO AGENT, EACH BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH AGENT ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. EACH BORROWER HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.**

[Signature Page Follows]

IN WITNESS WHEREOF, Borrowers have duly executed this Intellectual Property Security Agreement in favor of Agent, as of the date first written above.

SOIL-NAIL HOLDINGS, LLC

By: 
Tracey McVicar, Vice President

SOIL NAIL LAUNCHER, LLC

By: _____
Timothy Ruckman, Chief Executive Officer

LANDSLIDE SOLUTIONS, LLC

By: _____
Timothy Ruckman, Chief Executive Officer

GHOSTABILIZATION, LLC

By: _____
Timothy Ruckman, Chief Operating Officer

R & B LEASING, LLC

By: _____
Timothy Ruckman, President

GEOTECHNICAL SUPPLY COMPANY, LLC

By: _____
Timothy Ruckman, President

Agreed and Accepted
as of the date first written above

FIFTH THIRD BANK, as Agent

By: _____
Tracy Beyersdorf, Vice President

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY
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Tracey McVicar, Vice President

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Timothy Ruckman, Chief Executive Officer

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Timothy Ruckman, President

GEOTECHNICAL SUPPLY COMPANY, LLC

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Timothy Ruckman, President

Agreed and Accepted
as of the date first written above

FIFTH THIRD BANK, as Agent

By: 
Tracy Beyersdorf, Vice President


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Timothy Ruckman, Chief Operating Officer

R & B LEASING, LLC

By:  _____
Timothy Ruckman, President

GEOTECHNICAL SUPPLY COMPANY, LLC

By:  _____
Timothy Ruckman, President

Agreed and Accepted
as of the date first written above

FIFTH THIRD BANK, as Agent

By: _____
Tracy Beyersdorf, Vice President

SIGNATURE PAGE TO
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SECURITY AGREEMENT

TRADEMARK
REEL: 004939 FRAME: 0994

EXHIBIT A

PATENTS

Patent	Inventor(s)	Owner	Jurisdiction	Serial No./ Filing Date	Patent No./ Issue Date	Status
Abutment with Seismic Restraints	Robert K. Barrett Albert C. Ruckman	R&B	United States	10/043,693 1/10/2002	6,745,421 6/8/2004	Issued
Method and Apparatus for Creating Soil or Rock Subsurface Support	Robert K. Barrett Albert C. Ruckman	R&B	United States	10/741,951 12/18/2003	7,226,247 6/5/2007	Issued
Soil Nail and Method of Installing a Subsurface Support	Robert K. Barrett Albert C. Ruckman Colby Barrett	R&B	United States	11/460,317 7/27/2006	7,338,233 3/4/2008	Issued
Method and Apparatus for Creating Soil or Rock Subsurface Support			Canada	2,591,617 7/16/2007	2,591,617 6/14/2011	Issued
Self-Centralizing Soil Nail and Method of Creating Subsurface Support	Colby Barrett Timothy Allen Ruckman	R&B	United States	12/646,573 12/23/2009		Published 7/1/2010
Composite Self-Drilling Soil Nail and Method	Colby Barrett Timothy Allen Ruckman	R&B	United States	12/646,672 12/23/2009		Published 7/1/2010
Method and Apparatus for Creating Soil or Rock Subsurface Support			Canada	2,692,138 2/4/2010		Pending
Method and Apparatus for Creating Soil or Rock Subsurface Support			New Zealand	583117 2/5/2010	583117 2/9/2011	Issued
Method and Apparatus for Creating Soil or Rock			New Zealand	586911 2/5/2010	586911 2/9/2011	Issued

Subsurface Support						
Method and Apparatus for Creating Soil or Rock Subsurface Support			Australia	2010200459 2/11/2010		Pending
Method and Apparatus for Creating Soil or Rock Subsurface Support		R&B	United States	13/586,683 8/15/2012		Pending
Soil Nail Launcher	Timothy Allen Ruckman	R&B	United States	12/118,426 5/9/2008	7,654,775 2/2/2010	Issued
Soil Nail Launcher			Canada	2,665,665 5/8/2009	2,665,665 12/20/2011	Issued
Soil Nail Launcher			New Zealand	576901 5/8/2009	576901 1/8/2011	Issued
Soil Nail Launcher			Australia	2009243461 12/1/2009	2009243461 7/28/2011	Issued
Subsurface Platforms for Supporting Bridge/Culvert Constructions	Robert K. Barrett Albert C. Ruckman	R&B	United States	10/745,902 12/23/2003	6,890,127 5/10/2005	Issued
System and Method for Increasing Roadway Width Incorporating a Reverse Oriented Retaining Wall and Soil Nail Supports	Robert K. Barrett Albert C. Ruckman Timothy Allen Ruckman Cameron Lobato, et al	R&B	United States	12/785,321 5/21/2010		Published 11/24/2011
System and Method for Soil Stabilization of Sloping Surface	Robert K. Barrett Albert C. Ruckman	R&B	United States	11/693,586 3/29/2007	7,384,217 6/10/2008	Issued

EXHIBIT B

TRADEMARKS

Trademark	Owner	Jurisdiction	Application No./ Application Date	Registration No./ Registration Date	Class	Status
GreenWall	Soil Nail Launcher, Inc.	Colorado		20061380609 09/18/2006	037	Effective
BIOWALL	R&B	United States	77/411,271 3/3/2008	3,599,864 3/31/2009	037	Registered
GCS	R&B	United States	77/411,277 3/3/2008	3,632,588 6/2/2009	037	Registered
GesBarrier	R&B	Colorado		20081131559 03/07/2008	037	Effective
GEOBRIDGE	R&B	United States	85/720,708 9/5/2012		042	Pending
GSI	R&B	United States	77/669,471 2/12/2009	3,691,782 10/6/2009	042	Registered
SUPERNAIL	R&B	United States	77/414,825 3/6/2008	3,699,759 10/20/2009	037	Registered
USGEOBRIDGE	R&B	United States	85/720,711 9/5/2012		042	Pending

EXHIBIT C

LICENSE AGREEMENTS

1. SuperNail License Agreement, dated August 7, 2009, between SNLI and Hiway Stabilizers SN Ltd, whereby SNLI granted to Hiway Stabilizers SN Ltd a license to use certain trademarks.

2. License Agreement, dated June 19, 2006, between SNLI and Hiway SN Stabilizers (SN) Limited, whereby SNLI granted to Hiway SN Stabilizers (SN) Limited a license to use certain proprietary information for the manufacturing and use of Soil Nail Launchers and Certified Soil Nail Launchers (each as defined therein).

3. License Agreement, dated December 31, 2009, between R&B and SNLI.

4. License Agreement, dated December 31, 2009, between R&B and GSI.

5. Trademark License Agreement, dated December 28, 2009, between R&B and GSI.

6. Trademark License Agreement, dated December 27, 2009, between R&B and LSI.

7. Trademark License Agreement, dated January 22, 2012, between R&B and SNLI.

EXHIBIT D
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None.