

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313371

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien After-Acquired Intellectual Property Security Agreement (Second Supplemental Filing) (Releases RF 4461/0047)
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCO Funding Corp.		07/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TENSAR INTERNATIONAL CORPORATION
Street Address:	2500 Northwinds Parkway, Suite 500
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: GEORGIA
Name:	GEOPIER FOUNDATION COMPANY, INC.
Street Address:	2500 Northwinds Parkway, Suite 500
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: GEORGIA
Name:	NORTH AMERICAN GREEN, INC.
Street Address:	2500 Northwinds Parkway, Suite 500
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3676903	TRIAx
Registration Number:	3499706	RAMPACT
Registration Number:	3740373	HYDRAMATRICX
Registration Number:	3651723	HYDRACX2
Registration Number:	3343702	DIMENSION
Registration Number:	3394327	THE COMPANY YOU CAN BUILD ON

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3494248	RAMMED SAND PIER
Registration Number:	3727040	RAMMED AGGREGATE PIER
Registration Number:	3886820	EXTREME SLOPE MATRIX
Registration Number:	3901066	STEEP SLOPE MATRIX
Registration Number:	3688489	GEOPIER
Registration Number:	3642754	IMPACT
Registration Number:	3642756	GEOPIER FOUNDATION COMPANY
Registration Number:	3646509	GEOPIER
Registration Number:	3604750	INTERMEDIATE FOUNDATION
Registration Number:	3897729	BIO-SC
Registration Number:	3791396	SHOREMAX
Registration Number:	3806888	GEO-INGENUITY
Registration Number:	3939266	RAMMED COMPACTION
Registration Number:	3270605	INTERMEDIATE FOUNDATION
Registration Number:	3943768	IMPACT
Registration Number:	3943769	

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038266-0258

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 08/07/2014

Total Attachments: 11

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TRADEMARK

**RELEASE OF SECOND LIEN AFTER-ACQUIRED INTELLECTUAL PROPERTY
SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING)**

This RELEASE OF SECOND LIEN AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING), dated as of July 9, 2014 ("Release") is made by TCO FUNDING CORP., a Delaware corporation located at 68 South Service Road, Suite 120, Melville, New York 11747 (together with its permitted assignees, "TCO"), in favor of TENSAR CORPORATION (f/k/a TENSAR HOLDINGS, INC.) a Delaware corporation located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009 ("Tensor Holdings"), TENSAR HOLDINGS, LLC (f/k/a TENSAR HOLDINGS CORPORATION (f/k/a THE TENSAR CORPORATION)), a Delaware limited liability company located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009, TENSAR INTERNATIONAL, LLC (f/k/a TENSAR INTERNATIONAL CORPORATION), a Delaware limited liability company located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009, TENSAR CORPORATION, LLC (f/k/a THE TENSAR CORPORATION, LLC (f/k/a THE TENSAR CORPORATION)), a Georgia limited liability company located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009 ("Tensor"), TENSAR INTERNATIONAL CORPORATION (f/k/a TENSAR EARTH TECHNOLOGIES INC.), a Georgia corporation located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009, TENSAR POLYTECHNOLOGIES, INC., a Georgia corporation located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009, GEOPIER FOUNDATION COMPANY, INC., a Georgia corporation located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009, GEOTECHNICAL REINFORCEMENT COMPANY, INC., a Georgia corporation located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009, and NORTH AMERICAN GREEN, INC., an Indiana corporation located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009 (collectively, the "Grantors"). Unless otherwise indicated, all undefined capitalized terms used herein shall have the meaning given to such terms in the Second Lien Commodities Purchase Agreement (as defined below).

WHEREAS, Tensor, TCO, Arcapita Investment Funding Limited, a Cayman Island 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.), entered into that certain Amended and Restated Murabaha Facility Agreement, dated as of December 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Commodities Purchase Agreement");

WHEREAS, in connection with the Second Lien Commodities Purchase Agreement, Tensor 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 "Guarantee and Collateral Agreement") in favor of TCO for the ratable benefit of the Secured Parties;

WHEREAS, the Grantors acquired additional Intellectual Property (used herein as defined in the Guarantee and Collateral Agreement) and desired to grant a security interest in such additional Intellectual Property under the Guarantee and Collateral Agreement in favor of TCO for the ratable benefit of the Secured Parties, and agreed as a condition thereof to execute

the Second Lien After-Acquired Intellectual Property Security Agreement (Second Supplemental Filing), dated as of December 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "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 Grantors, pursuant to the Intellectual Property Security Agreement, granted to TCO for the ratable 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 owned by Grantor, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions owned by Grantor, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights owned by Grantor, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and

future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information owned by Grantor, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future misappropriations thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) any and all proceeds of the foregoing;

WHEREAS, the Intellectual Property Security Assignment was recorded in the United States Patent and Trademark Office and United States Copyright Office on following dates and appears at the following locations:

January 26, 2011, at Reel 4461/Frame 0047,

January 26, 2011, at Reel 025703/Frame 0433; and

WHEREAS, the Obligations have been paid and performed in full and TCO has agreed to release its grant and security interest in the Intellectual Property Collateral.

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

1. Release of Lien. TCO hereby terminates the Intellectual Property Security Agreement, and hereby terminates, cancels and releases any and all security interests that it has in, to and under the Intellectual Property Collateral of the Grantors.

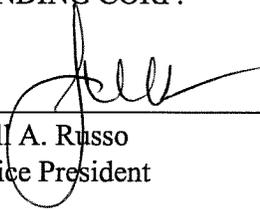
2. Authorization to Record. TCO authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

3. Further Assurances. TCO shall take all further actions, and provide to the Grantors, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release, at the sole expense of the Grantors.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, TCO has caused this RELEASE OF SECOND LIEN AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING) to be duly executed and delivered as of the date first written above.

TCO FUNDING CORP.

By: 

Name: Jill A. Russo

Title: Vice President

Schedule 1

U.S. PATENTS

Owner: Tensar Corporation, LLC

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

Owner: Tensar International Corporation

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

Owner: Geopier Foundation Company, Inc.

Geopier Foundation Company, Inc. Title	Application No. Filing Date	Patent No. Issue Date
Slotted Mandrel for Lateral Displacement Pier and Method of Use	11/913111 5/19/2006	
Pyramidal or conical shaped tamper heads and method of use for making rammed aggregate piers	11/528686 9/28/2006	7488139 2/10/2009
Method of Providing a Rammed Aggregate Pier ("Rampact Pier" or "Tapered Mandrel" CIP)	11/882,454 8/1/2007	
Method of and Apparatus for Providing a Rammed Aggregate Pier ("Rampact Pier" or "Tapered Mandrel" Second CIP)	11/979,558 11/5/2007	
Method and apparatus for creating support columns using a hollow mandrel with upward flow restrictors	12/035976 2/22/2008	7604437 10/20/2009

Geopier Foundation Company, Inc. Title	Application No. Filing Date	Patent No. Issue Date
Shielded Tamper and Method of Use for Making Aggregate Columns	12/511310 7/29/2009	
Apparatus and Method for Ground Improvement ("Densipact")	12/792,258 6/2/2010	
Method and Apparatus for Creating Support Piers Using Admixture-Stabilized Materials ("Admixture-Stabilized Piers")	61/378,184 8/30/2010	
Method and Apparatus for Making an Expanded Base Pier ("Expanded Base Pier")	12/875,986 9/3/2010	
Soil Improvement Apparatuses with Extensible Shells and Related Methods ("Shell Piers")	12/880,804 9/13/2010	

Owner: Geotechnical Reinforcement Company, Inc.

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

U.S. TRADEMARKS

Owner: Tensar International Corporation

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

Owner: Geopier Foundation Company, Inc.

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

Owner: North American Green, Inc.

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

U.S. COPYRIGHTS

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

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

TRADE SECRETS

None.