

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313372

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien After-Acquired Intellectual Property Security Agreement (Third Supplemental Filing) (Releases RF 4774/0734)
SEQUENCE:	5

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	TENSAR CORPORATION (F/K/A TENSAR HOLDINGS, INC.)
Street Address:	2500 Northwinds Parkway, Suite 500
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: DELAWARE
Name:	TENSAR CORPORATION, LLC (F/K/A THE TENSAR CORPORATION, LLC)
Street Address:	2500 Northwinds Parkway, Suite 500
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA
Name:	TENSAR HOLDINGS, LLC (F/K/A TENSAR HOLDINGS CORPORATION)
Street Address:	2500 Northwinds Parkway, Suite 500
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	TENSAR INTERNATIONAL, LLC (F/K/A TENSAR INTERNATIONAL CORPORATION)
Street Address:	2500 Northwinds Parkway, Suite 500
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	TENSAR INTERNATIONAL CORPORATION (F/K/A TENSAR EARTH TECHNOLOGIES, INC.)
Street Address:	2500 Northwinds Parkway, Suite 500

TRADEMARK

City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: GEORGIA
Name:	TENSAR POLYTECHNOLOGIES, INC.
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:	GEOTECHNICAL REINFORCEMENT 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: 17

Property Type	Number	Word Mark
Registration Number:	2548544	RAMMED AGGREGATE PIER
Registration Number:	3962202	HYDRACM
Registration Number:	3634636	MULCH & SEED INNOVATIONS, LLC
Registration Number:	3948498	DENSIPACT
Registration Number:	4088325	ENDURABLEND
Registration Number:	3110181	SEED PROTECTION MULCH MAT NORTH AMERICAN
Registration Number:	3320835	GEOSKIN
Serial Number:	85026565	TENSARSOIL
Serial Number:	85026577	TENSARSLOPE

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Property Type	Number	Word Mark
Serial Number:	85249091	ARMORPACT
Serial Number:	85500673	TMAX
Serial Number:	85500689	ERONET
Serial Number:	85500716	VMAX
Serial Number:	85500740	HYDRACX
Serial Number:	85500748	HYDRAGT
Serial Number:	85500759	HYDRAGS
Serial Number:	85526128	BX1500

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: 10

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

This RELEASE OF SECOND LIEN AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (THIRD 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 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 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 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, Tensor Holdings, the other Tensor 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.) entered into that certain Second Amended and Restated Murabaha Facility Agreement, dated as of April 27, 2012 (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 "Second Lien Guarantee and Collateral Agreement") in favor of TCO for the benefit of the Secured Parties;

WHEREAS, the Grantors acquired additional Intellectual Property (used herein as defined in the Second Lien Guarantee and Collateral Agreement) and desired 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 agreed as a condition thereof to execute the 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, the "Intellectual Property Security Agreement") for recording with the United States Patent and Trademark Office;

WHEREAS, each Grantor, pursuant to the Intellectual Property Security Agreement, granted 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;

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

May 7, 2012 at Reel 4774/Frame 0734,

May 7, 2012 at Reel 028169/Frame 0864; 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 each Grantor.

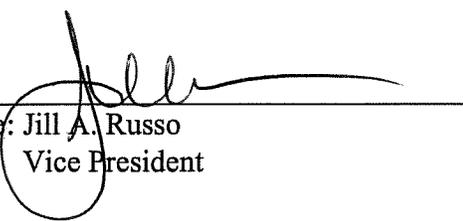
2. Authorization to Record. TCO authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

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 (THIRD
SUPPLEMENTAL FILING) to be duly executed and delivered as of the date first above written.

TCO FUNDING CORP.

By: 

Name: Jill A. Russo

Title: Vice President

Schedule 1

U.S. PATENTS

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

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

U.S. TRADEMARKS

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

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