

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446339

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement First Supplemental Filing
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GEOPIER FOUNDATION COMPANY, INC.		06/28/2017	Corporation: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT
<b>Street Address:</b>	677 WASHINGTON BOULEVARD
<b>City:</b>	STAMFORD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	Bank: SWITZERLAND

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4770335	
Registration Number:	4805014	
Registration Number:	4653651	GEOCONCRETE
Registration Number:	4653652	GEOPIER GEOCONCRETE
Registration Number:	4605983	GEOPIER RAMMED AGGREGATE PIER
Registration Number:	4846999	GEOPIER X1
Registration Number:	4805013	X1
Serial Number:	87366983	GP3
Serial Number:	87354496	IMPACT
Serial Number:	87314258	RAMMED COMPACTION
Serial Number:	87354480	RAMPACT

## 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 &amp; Watkins LLP

TRADEMARK

**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:** 10/06/2017

**Total Attachments: 7**

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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**FIRST SUPPLEMENTAL FILING**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2017 (this "**Second Lien Trademark Security Agreement**"), is made by Geopier Foundation Company Inc., a Georgia corporation and Tensar International Corporation, a Georgia corporation, all of the foregoing located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009 (each a "**Grantor**" and collectively, the "**Grantors**"), in favor of UBS AG, Stamford Branch, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "**Collateral Agent**").

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of July 9, 2014 by and among TAC HoldCo, Inc. (including its permitted successors, "**Holdings**"), Tensar Corporation (for itself and as successor in interest to TAC Merger Corp., the "**Borrower**"), the lenders from time to time party thereto (the "**Lenders**"), the Collateral Agent, UBS AG, Stamford Branch, as administrative agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien Credit Agreement**"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Second Lien Credit Agreement, the Grantors entered into a Second Lien Guarantee and Collateral Agreement dated as of July 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien Guarantee and Collateral Agreement**") between each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, each Grantor agreed to execute and this Second Lien Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Second Lien Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Second Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property,

in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark 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:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### SECTION 3. Security Agreement

The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Second Lien Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall control.

### SECTION 4. Governing Law

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN

CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 5. Intercreditor Agreement

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT, HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JULY 9, 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**INTERCREDITOR AGREEMENT**"), AMONG UBS AG, STAMFORD BRANCH, AS INITIAL FIRST LIEN REPRESENTATIVE, UBS AG, STAMFORD BRANCH, AS INITIAL FIRST LIEN COLLATERAL AGENT, UBS AG, STAMFORD BRANCH, AS INITIAL SECOND LIEN REPRESENTATIVE, UBS AG, STAMFORD BRANCH, AS INITIAL SECOND LIEN COLLATERAL 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 INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 6. Counterparts

This Second Lien Trademark Security Agreement may be executed by one or more of the parties to this Second Lien Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Second Lien Trademark Security Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Second Lien Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GEOPIER FOUNDATION COMPANY INC.,  
Grantor

By: RFB  
Name: Robert F. Briggs  
Title: Secretary

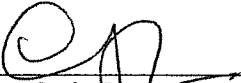
TENSAR INTERNATIONAL  
CORPORATION, Grantor


By: RFB  
Name: Robert F. Briggs  
Title: EVP, General Counsel & Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


Accepted and Agreed:

**UBS AG, STAMFORD BRANCH.,** as Collateral Agent

By:   
Name: Craig Pearson  
Title: Associate Director

By:   
Name: Darlene Arias  
Title: Director

SCHEDULE A

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
Design Only 	86366734 14-AUG-2014	4770335 07-JUL-2015	Registered	Geopier Foundation Company, Inc.
Design Only 	86281205 14-MAY-2014	4805014 01-SEP-2015	Registered	Geopier Foundation Company, Inc.
DX1	86806561 02-NOV-2015		Published (Pending) Intent to Use	Geopier Foundation Company, Inc.
GEOCONCRETE	85911915 23-APR-2013	4653651 09-DEC-2014	Registered	Geopier Foundation Company, Inc.
GEOPIER DX1	86806523 02-NOV-2015		Published (Pending) Intent to Use	Geopier Foundation Company, Inc.
GEOPIER GEOCONCRETE	85911917 23-APR-2013	4653652 09-DEC-2014	Registered	Geopier Foundation Company, Inc.
GEOPIER RAMMED AGGREGATE PIER	85645762 07-JUN-2012	4605983 16-SEP-2014	Registered Partial Section 2(F)	Geopier Foundation Company, Inc.
GEOPIER X1	86281201 14-MAY-2014	4846999 03-NOV-2015	Registered	Geopier Foundation Company, Inc.
GEOSPIKE	87056299 01-JUN-2016		Published (Pending) Intent to Use	Geopier Foundation Company, Inc.
GP3 	87366983 10-MAR-2017		Published (Pending)	Geopier Foundation Company, Inc.
IMPACT 	87354496 01-MAR-2017		Published (Pending)	Geopier Foundation Company, Inc.
RAMMED COMPACTION	87314258 26-JAN-2017		Pending Section 2(F)	Geopier Foundation Company, Inc.
RAMPACT 	87354480 01-MAR-2017		Published (Pending)	Geopier Foundation Company, Inc.
X1	86281195 14-MAY-2014	4805013 01-SEP-2015	Registered	Geopier Foundation Company, Inc.
AMERIGRID	86407383 26-SEP-2014		Published (Pending) Intent to Use	Tensar International Corporation
BXGRID	86131776 29-NOV-2013	4848847 10-NOV-2015	Registered	Tensar International Corporation
EARTHLOCK	87064733 08-JUN-2016		Published (Pending) Intent to Use	Tensar International Corporation
GEO-STRIP	86908958 16-FEB-2016		Pending Intent to Use	Tensar International Corporation



<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>	<b>Owner</b>
OLYMPIA	86777744 05-OCT-2015		Published (Pending) Intent to Use	Tensar International Corporation
SPARTAN	86967236 07-APR-2016		Published (Pending) Intent to Use	Tensar International Corporation
SPECTRA M-E	86200656 21-FEB-2014		Published (Pending) Intent to Use	Tensar International Corporation
SPECTRAPAVE4- PRO	87374451 16-MAR-2017		Pending	Tensar International Corporation
T-ROD	86908982 16-FEB-2016		Published (Pending) Intent to Use	Tensar International Corporation
TX150	86215421 08-MAR-2014		Published (Pending) Intent to Use	Tensar International Corporation
TX8	87455458 18-MAY-2017		Pending Intent to Use	Tensar International Corporation

US-DOCS90298980.1

RECORDED: 10/06/2017

TRADEMARK  
REEL: 006177 FRAME: 0482