

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447206

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Watershed Geosynthetics LLC	FORMERLY ClosureTurf LLC	10/06/2017	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shaw Industries Group, Inc.		
<b>Street Address:</b>	616 E. Walnut Ave.		
<b>City:</b>	Dalton		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30720		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4651293	CLOSURETURF	
<b>Registration Number:</b>	4686677	HYDROTURF	
<b>Registration Number:</b>	4786724	HYDROBINDER	
<b>Registration Number:</b>	4860682	WATERSHEDGEO	
<b>Registration Number:</b>	4683425	HYDROTURF	
<b>Registration Number:</b>	4860964	WG	
<b>Registration Number:</b>	4769217	VERSACAP	
<b>Registration Number:</b>	4782443	VERSACAP	
<b>Registration Number:</b>	4856196	UNEARTHING SOLUTIONS	
<b>Registration Number:</b>	4898918	CLOSURETURF	
<b>Registration Number:</b>	5210013	ARMORFILL	
<b>Serial Number:</b>	86617209	TERRAARMOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044200623		
<i>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.</i>			
<b>Phone:</b>	404-572-6623		
<b>Email:</b>	rob.lewinson@bryancave.com, judi.cope@bryancave.com		
<b>Correspondent Name:</b>	Robert C. Lewinson		

CH \$315.00 4651293

**Address Line 1:** Bryan Cave LLP  
**Address Line 2:** 1201 W. Peachtree St., N.W.  
**Address Line 4:** Atlanta, GEORGIA 30309-3471

**ATTORNEY DOCKET NUMBER:** 0325410

**NAME OF SUBMITTER:** Robert C. Lewinson

**SIGNATURE:** /Robert C. Lewinson/

**DATE SIGNED:** 10/13/2017

**Total Attachments: 17**

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**FIRST SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS FIRST SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 6th day of October, 2017, by **WATERSHED GEOSYNTHETICS LLC** (f/k/a **ClosureTurf LLC**), a Georgia limited liability company ("Debtor"), and **SHAW INDUSTRIES GROUP, INC.**, a Georgia corporation (together with its successors and assigns, "Secured Party").

WITNESSETH:

WHEREAS, Debtor is a party to that certain Patent and Trademark Security Agreement dated as of November 3, 2011, from Debtor (then known as ClosureTurf LLC) in favor of Secured Party, recorded in the United States Patent and Trademark Office (the "USPTO") on reel/frame **027171/0345** (the "PTSA");

WHEREAS, Section 6 of the PTSA authorizes Secured Party unilaterally to modify the PTSA by amending Schedules I or II thereof to include any new Patents and new Trademarks of Debtor.

WHEREAS, Debtor owns and uses certain additional Patents and patent applications and certain additional Trademarks (as hereinafter defined), some of which are registered in, or applications for registration of some of which have been filed in, the USPTO; and

WHEREAS, the parties desire to supplement the PTSA by incorporating the additional Patents, Patent rights, Trademarks and Trademark rights identified on Schedule 1 hereto (sometimes collectively referred to herein as the "Supplemental Patent and Trademark Collateral") into, and as a part of, Schedule I attached to the PTSA, and to confirm the grant of the security interest therein by Debtor to Secured Party pursuant to the PTSA;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined in this Supplement have the meanings given to them in the PTSA or, if not therein defined, in the Security Agreement (as defined in the PTSA).

2. SUPPLEMENT TO SCHEDULE I TO SECURITY AGREEMENT. Schedule I attached to the PTSA is hereby supplemented by adding thereto the Supplemental Patent and Trademark Collateral set forth on Schedule 1 attached to this Supplement and incorporated herein by reference.

3. GRANT OF SECURITY INTEREST IN, AND COLLATERAL ASSIGNMENT OF, SUPPLEMENTAL PATENT COLLATERAL. Debtor hereby grants to the Secured Party a continuing first priority security interest in, and collaterally assigns to Secured Party, all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Supplemental Patent Collateral"):

(a) all of its Patents and Patent licenses to which it is a party and which are referred to on Schedule 1 hereto;

(b) all reissues, continuations, divisionals, continuations-in-part or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any such Patent or any such Patent licensed under any intellectual property license.

4. GRANT OF SECURITY INTEREST IN, AND COLLATERAL ASSIGNMENT OF, SUPPLEMENTAL TRADEMARK COLLATERAL. Debtor hereby grants to Secured Party a continuing first priority security interest in, and collaterally assigns to Secured Party, all of the Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Supplemental Trademark Collateral"):

(a) all of its Trademarks and Trademark intellectual property licenses to which it is a party and which are referred to on Schedule 1 hereto, except that the collateral assignment does not become effective on any intent-to-use U.S. trademark applications until proof of use of the trademark has been filed with and accepted by the USPTO;

(b) all renewals and divisionals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark intellectual property license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any such Trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any such Trademark or any such Trademark licensed under any intellectual property license.

5. GRANT SUBJECT TO PTSA AND SECURITY AGREEMENT. The security interests granted in Sections 3 and 4 of this Supplement shall be subject in all respects to the terms and provisions set forth in the PTSA and the Security Agreement. All of the Supplemental Patent Collateral shall be deemed to constitute Patent Collateral (as defined in the PTSA), and all of the Supplemental Trademark Collateral shall be deemed to constitute Trademark Collateral (as defined in the PTSA)

6. CERTAIN RIGHTS OF DEBTOR. Notwithstanding the foregoing or anything else in this Supplement to the contrary, unless and until Secured Party exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Supplemental Patent and Trademark Collateral, Secured Party hereby grants to Debtor the exclusive, nontransferable, royalty-free right and license under the Supplemental Patent and Trademark Collateral for Debtor's own benefit and account, so that Debtor may use and enjoy the Supplemental Patent and Trademark Collateral in connection with its business operations and exercise rights and remedies with respect to the Supplemental Patent Collateral, but with respect to all Supplemental Patent and Trademark Collateral being used in Debtor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Supplemental Patent Collateral. Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Debtor in this paragraph, except that Debtor may sublicense the Supplemental Patent and Trademark Collateral in the ordinary course of Debtor's business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Supplemental Patent Collateral. Upon the exercise by Secured Party of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral

assignment of the Patent Collateral or the Trademark Collateral, or both (as the case may be), the license granted under this paragraph to Debtor with respect thereto shall terminate.

7. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Supplement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

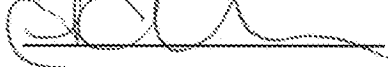
8. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Sworn to and subscribed before me  
this 1<sup>th</sup> day of October, 2017.

NOTARY PUBLIC



My Commission Expires:  
5/19/2020

WATERSHED GEOSYNTHETICS LLC, a  
Georgia limited liability company, as Debtor

By: 

Name: Michael R. Ayers  
Title: President / CEO



SHAW INDUSTRIES GROUP, INC., as  
Secured Party

Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_\_\_, 2017.

NOTARY PUBLIC

\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Debtor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2017.

WATERSHED GEOSYNTHETICS LLC, a  
Georgia limited liability company, as Debtor

NOTARY PUBLIC  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

My Commission Expires:  
\_\_\_\_\_

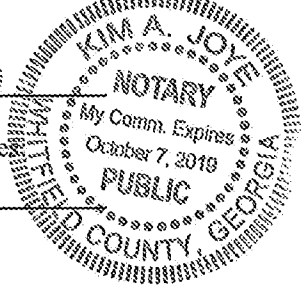
SHAW INDUSTRIES GROUP, INC., as  
Secured Party

Sworn to and subscribed before me  
this 5 day of October, 2017.

NOTARY PUBLIC  
Kim A. Joynt  
\_\_\_\_\_

By:   
Name: FREDERICK L. HOOPER, III  
Title: ASSISTANT SECRETARY

My Commission Expires  
10-7-19  
\_\_\_\_\_



**SCHEDULE 1**  
**TO**  
**FIRST SUPPLEMENT TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patent Registrations/ Applications**

<b>Jurisdiction</b>	<b>Patent Title or Description</b>	<b>Publication No.</b>	<b>Application/Registration No.</b>	<b>App/Reg Date</b>
United States	COVER SYSTEM WITH GAS COLLECTION SYSTEM FOR WASTE SITES AND ENVIRONMENTAL CLOSURES	20100272516	12/661,644 8,585,322	March 22, 2010 November 19, 2013
United States	COVER SYSTEM FOR WASTE SITES	20100266342A1	12/661,643 8,403,597	March 22, 2010 March 26, 2013
United States	RELIEF VALVE FOR EXTRACTING SUB-SURFACE GAS		13/949,891	July 24, 2013
United States	NEAR-SURFACE WELLHEAD FOR EXTRACTING NATURAL GAS		13/949,830	July 24, 2013
United States	SYNTHETIC GROUND COVER SYSTEM WITH IMPERMEABLE BACKING AND BINDING INFILL FOR EROSION CONTROL	US-2014-0170339-A1	14/186,413	February 21, 2014
United States	METHODS FOR JOINING STRIPS OF SYNTHETIC TURF AND FOR COVERING A SITE WITH SYNTHETIC TURF		14/192,524	February 27, 2014
United States	GAS VENT WITH LOW-PRESSURE RELIEF VALVE FOR LANDFILLS		14/208,981	March 13, 2014
United	FORMED IN PLACE		14/050,440	October 10,

FIRST SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT



States	FILLED STRUCTURE WITH SYNTHETIC TURF			2013
United States	GEOCOMPOSITE COVERING		14/066,383	October 29, 2013
United States	WIND RESISTANT ENVIRONMENTAL SYNTHETIC COVER	2015-0252525-A1	14/721,633	May 26, 2015
United States	METHODS FOR JOINING STRIPS OF SYNTHETIC TURF BY BLADE-TO-LOOP TUFT BONDING AND FOR COVERING A SITE WITH SYNTHETIC TURF		14/961,992	December 8, 2015
United States	GAS VENT WITH LOW-PRESSURE RELIEF VALVE FOR LANDFILLS		15/380,595	December 15, 2016
United States	Synthetic ground cover system with binding infill for erosion control	2012-0230777	9,163,375	March 11, 2012
United States	Methods for joining strips of synthetic turf and for covering a site with synthetic turf		9,267,231	February 27, 2014
United States	Formed in place filled structure with synthetic turf		9,365,991	October 10, 2013
United States	Near-surface wellhead for extracting natural gas		9,375,766	July 24, 2013
United States	Synthetic ground cover system with impermeable backing and binding infill for erosion control	2014-0170339-A1	9,587,364	February 21, 2014
United States	BALLAST PROTECTION FOR ROOF SYSTEM		15/459,638	March 15, 2017





United States	TEXTILE BARRIER INCLUDING ACUEOUS SUPER ABSORBENT POLYMER COMPOSITION		15/532,554	June 2, 2017
WIPO	METHODS FOR JOINING STRIPS OF SYNTHETIC TURF   PROCÉDÉS DE JONCTION DE BANDES DE GAZON SYNTHÉTIQUE		PCT/US14/19117	February 27, 2014
WIPO	GAS VENT WITH LOW-PRESSURE RELIEF VALVE FOR LANDFILLS   EVENT DE GAZ ÉQUIPÉ D'UNE SOUPEPE DE SÛRETÉ À BASSE PRESSION POUR DÉCHARGES		PCT/US14/26065	March 13, 2014
WIPO	METHOD FOR INSTALLING SYNTHETIC GROUND COVER WITH INFILL   MÉTHODE D'INSTALLATION DE REVÊTEMENT DE SOL SYNTHÉTIQUE AVEC INTERCALAIRE		PCT/US14/21189	March 6, 2014
WIPO	NEAR-SURFACE NATURAL GAS COLLECTION MANIFOLD   MANIFOLD DE COLLECTE DE GAZ NATUREL SOUS LA SURFACE		PCT/US14/22991	March 11, 2014
WIPO	EARTHWORK BASKET WITH SYNTHETIC TURF FACING   PANIER DE TERRASSEMENT COMPRENANT UNE FACE EN GAZON SYNTHÉTIQUE		PCT/US14/58141	September 29, 2014

WIPO	FORMED IN PLACE FILLED STRUCTURE WITH SYNTHETIC TURF   STRUCTURE REPLIE FORMÉE EN PLACE DOTÉE DE GAZON SYNTHÉTIQUE		PCT/US14/58110	September 29, 2014
WIPO	SYNTHETIC GROUND COVER SYSTEM FOR EROSION CONTROL   SYSTÈME DE REVÊTEMENT DE SOL EN MATÉRIAU SYNTHÉTIQUE POUR LUTTER CONTRE L'ÉROSION		PCT/US15/16474	February 19, 2015

**Patent Licenses**

<b>Jurisdiction</b>	<b>Patent Title or Description</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
United States	Environmental Cover	7,682,105	March 23, 2010

**Trademark Applications/Registrations**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
United States	CLOSURETURF	4,651,293	12-9-2014
United States		4,686,677	02-17-2015
United States	HYDROBINDER	4,786,724	08-04-2015
United States	WATERSHEDGEO	4,860,682	11-24-2015
United States	HYDROTURF	4,683,425	02-10-2015
United States		4,860,964	11-24-2015
United States	VERSACAP	4,769,217	07-07-2015
United States		4,782,443	07-28-2015
United States	UNEARTHING SOLUTIONS	4,856,196	11-17-2015
United States		4,898,918	02-09-2016
United States	Armorfill	5,210,013	05-23-2017
United States	TERRAARMOR	86/617,209	05-01-2015

**PATENT AND TRADEMARK SECURITY AGREEMENT**

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 3<sup>rd</sup> day of November, 2011, by CLOSURETURF LLC, a Georgia limited liability company ("Debtor"), and SHAW INDUSTRIES GROUP, INC., a Georgia corporation (together with its successors and assigns, "Secured Party").

WITNESSETH:

WHEREAS, Debtor owns and uses certain Patents and patent applications (as hereinafter defined), and certain Trademarks (as hereinafter defined), some of which are registered in, or applications for registration of some of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule 1 attached hereto and by reference made part hereof; and

WHEREAS, pursuant to an Exclusive Supply Agreement, dated as of the date hereof (the "Supply Agreement"), between Debtor and Secured Party, Secured Party has agreed to make certain business growth support payments to Debtor upon the terms and subject to the conditions set forth therein, which payments are to be recovered by Secured Party from Debtor over time as more particularly provided in the Supply Agreement; and

WHEREAS, Secured Party is willing to make the such business growth support payments as provided for in the Supply Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Secured Party, that certain Security Agreement dated as of date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Debtor has pledged and assigned to Secured Party all of its right, title and interest in and to, and granted to Secured Party a security interest in, the Collateral described therein, including, without limitation, all of Debtor's Patents and Trademarks, whether presently existing or hereafter acquired or arising, or in which Debtor now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

WHEREAS, as a further condition to Secured Party's obligation to make growth support payments to Debtor pursuant to the Supply Agreement, and in furtherance of the Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, Secured Party has required that Debtor execute and deliver this Agreement and grant to Secured Party a security interest in and a collateral assignment of the Patents and Trademarks;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, as applicable, in the Supply Agreement.

2. GRANT OF SECURITY INTEREST IN, AND COLLATERAL ASSIGNMENT OF, PATENT COLLATERAL. Debtor hereby grants to the Secured Party, a continuing first priority security interest in, and collaterally assigns to Secured Party, all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, divisionals, continuations-in-part or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any intellectual property license.

3. GRANT OF SECURITY INTEREST IN, AND COLLATERAL ASSIGNMENT OF, TRADEMARK COLLATERAL. Debtor hereby grants to Secured Party, a continuing first priority security interest in, and collaterally assigns to Secured Party, all of the Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral" and together with the Patent Collateral, sometimes collectively referred the herein as the "Patent and Trademark Collateral"):

(a) all of its Trademarks and Trademark intellectual property licenses to which it is a party including those referred to on Schedule I hereto, except that the collateral assignment does not become effective on any intent-to-use U.S. trademark applications until proof of use of the trademark has been filed with and accepted by the U.S. Patent & Trademark Office;

(b) all renewals and divisionals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark intellectual property license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any intellectual property license.

4. CERTAIN RIGHTS OF DEBTOR. Notwithstanding the foregoing or anything else in this Agreement to the contrary, unless and until Secured Party exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Patent and Trademark Collateral, Secured Party hereby grants to Debtor the exclusive, nontransferable, royalty-free right and license under the Patent and Trademark Collateral for Debtor's own benefit and account, so that Debtor may use and enjoy the Patent and Trademark Collateral in connection with its business operations and exercise rights and remedies with respect to the Patent and Trademark Collateral, but with respect to all Patent and Trademark Collateral being used in Debtor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Patent and Trademark Collateral. Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Debtor in this paragraph, except that Debtor may sublicense the Patent and Trademark Collateral in the ordinary course of Debtor's business but only in a manner consistent with the

preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Patent and Trademark Collateral. Upon the exercise by Secured Party of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Patent Collateral or the Trademark Collateral, or both (as the case may be), the license granted under this paragraph to Debtor with respect thereto shall terminate.

5. SECURITY AGREEMENT; TERMINATION. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party, pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Following the termination of the Security Agreement, or at any time and from time to time prior to termination of the Security Agreement, Secured Party may terminate its security interest in or reconvey to Debtor any rights with respect to any or all of the Patent and Trademark Collateral. Upon termination of this Agreement as to all Patent Collateral, and following its receipt of a written request from Debtor, Secured Party shall, at the expense of Debtor, execute and deliver to Debtor all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of Debtor in order to evidence such termination, subject to any disposition of Patent Collateral which may have been made by Secured Party pursuant hereto or pursuant to the Security Agreement. Upon termination of this Agreement as to all Trademark Collateral, and following its receipt of a written request from Debtor, Secured Party shall, at the expense of Debtor, execute and deliver to Debtor all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of Debtor in order to evidence such termination, subject to any disposition of Trademark Collateral which may have been made by Secured Party pursuant hereto or pursuant to the Security Agreement.

6. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any Patent, or if Debtor shall obtain any new rights to any new Trademarks or become entitled to the benefit of any Trademark application or continuation, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new Patent rights or Trademark rights. Without limiting the Debtor's obligations under this Section 6, Debtor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedules I or II to include any such new Patents or new Trademarks of Debtor, respectively. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I or II shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I or II.

7. NO OBLIGATION OF SECURED PARTY TO PROTECT OR DEFEND PATENT AND TRADEMARK COLLATERAL. Debtor further agrees that (a) Secured Party shall not have any obligation or responsibility to protect or defend Patent and Trademark Collateral, and Debtor shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, (b) Debtor shall forthwith advise Secured Party promptly in writing upon detection of infringements of any of Patent and Trademark Collateral being used in Debtor's business and (c) if Debtor fails to comply with the requirements of the preceding clause (a), Secured Party may do so in Debtor's name or in its own name, but in any case at Debtor's expense, and Debtor hereby agrees to reimburse Secured Party for all expenses, including attorneys' fees, incurred by Secured Party in protecting, defending and maintaining Patent and Trademark Collateral.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement, the Security Agreement or the Supply Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

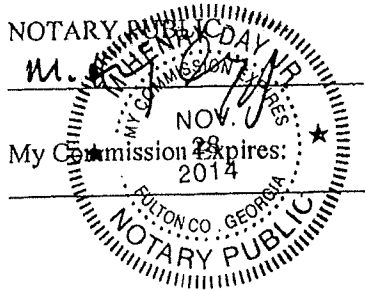
9. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Sworn to and subscribed before me  
this 2<sup>nd</sup> day of November, 2011.



Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

CLOSURETURF LLC, a Georgia limited liability company, as Debtor

By: Michael R. Ayers

Name: Michael R Ayers

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SHAW INDUSTRIES GROUP, INC., as Secured Party

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC  
\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

CLOSURETURF LLC, a Georgia limited liability company, as Debtor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

SHAW INDUSTRIES GROUP, INC., as Secured Party

Sworn to and subscribed before me  
this 3rd day of November, 2011.

NOTARY PUBLIC  
Linda G. Jackson

My Commission Expires:  
August 3, 2014

By: Gerald R. Embry  
Name: **Gerald R. Embry**  
Title: **Vice President, Administration**



**SCHEDULE I**  
TO  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patent Registrations/ Applications**

<b>Jurisdiction</b>	<b>Patent Title or Description</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
United States	Environmental Cover	7,682,105 Issued	March 23, 2010
WIPO	Environmental Cover	PCT/US2007/020024	September 13, 2007
United States	MSE Walls	13/231,264	September 13, 2011
WIPO	MSE Walls	PCT/US11/51341	September 13, 2011
United States	Erosion Ground Cover	13/231,067	September 13, 2011
WIPO	Erosion Ground Cover	PCT/US11/51312	
United States	Synthetic Ground Cover with Binding Infill	61/451,398 61/451,839	March 11, 2011
United States	Wind-Resistant Raincoat	13/231,688	September 13, 2011
WIPO	Wind-Resistant Raincoat	PCT/US11/51434	September 13, 2011

**Patent Licenses**

<b>Jurisdiction</b>	<b>Patent Title or Description</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
United States	Environmental Cover	7,682,105	March 23, 2010