

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GSE Environmental LLC		01/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	1155 Metcalfe Street 5th Floor		
City:	Montréal Quebec		
State/Country:	CANADA		
Postal Code:	H3B 4S9		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3561584	BENTOLINER	
Registration Number:	3481155	BIODRAIN	
Registration Number:	5165491	COALDRAIN	
Registration Number:	5165493	COALTEX	
Registration Number:	1631615	FABRI-NET	
Registration Number:	2084594	GSE	
Registration Number:	2084598	GSE	
Registration Number:	1665849	GUNDSEAL	
Registration Number:	1803267	GUNDWALL	
Registration Number:	3333150	PERMANET	
Registration Number:	2175804	STUDLINER	
Registration Number:	3527944	TRX	
Registration Number:	1764509	ULTRAFLEX	
Serial Number:	87342368	ROADRAIN	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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>			

OP \$365.00 3561584

Phone: 2148558000
Email: chris.andersen@nortonrosefulbright.com
Correspondent Name: Chris R. Andersen
Address Line 1: 2200 Ross Avenue, Suite 3600
Address Line 2: Norton Rose Fulbright US LLP
Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER: 1001000872

NAME OF SUBMITTER: Chris R. Andersen

SIGNATURE: /Chris R. Andersen/

DATE SIGNED: 02/06/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 24, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Trademark Security Agreement"), is made by GSE Environmental, LLC (the "Grantor") in favor of National Bank of Canada, as administrative agent (in such capacity and together with its permitted assignees and any successors, the "Secured Party") for itself and for the Finance Parties (as defined in the Credit Agreement).

W I T N E S S E T H :

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into that certain Pledge and Security Agreement, dated as of December 20, 2017, (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Pledge and Security Agreement") between the Grantor and the Secured Party pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. As security for the Secured Obligations, the Grantor hereby pledges and grants to the Secured Party, for itself and the Finance Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including the registrations and application referred to in Item A of Schedule I hereto (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to in Item B of Schedule I hereto (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property.

SECTION 3. Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Secured Party for itself and the Financing Parties in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for itself and the Financing Parties under the Pledge and Security Agreement.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank; signature pages follow]

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

GSE ENVIRONMENTAL, LLC, the Grantor

By: *Johanne Belanger*
Print Name: JOHANNE BELANGER
Title: VP FINANCE

[Signature Page to Trademark Security Agreement (GSE Environmental)]

TRADEMARK
REEL: 006267 FRAME: 0695

Accepted and Agreed:

NATIONAL BANK OF CANADA, the Secured
Party

By: 

Print Name: **Dominic Albanese**

Title: **Managing Director**


Daniel Leduc
Directeur / Director


[Signature Page to Trademark Security Agreement (GSE Environmental)]

TRADEMARK
REEL: 006267 FRAME: 0696

Schedule I

Item A

U.S. Registered Trademarks

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
BENTOLINER	77/054,595	Nov. 30, 2006	3561584	Jan. 13, 2009	GSE Environmental, LLC
BIODRAIN	76/678,917	June 29, 2007	3481155	Aug. 5, 2008	GSE Environmental, LLC
COALDRAIN	87/127,094	Aug. 4, 2016	5165491	Mar. 21, 2017	GSE Environmental, LLC
COALTEX	87/127,119	Aug. 4, 2016	5165493	Mar. 21, 2017	GSE Environmental, LLC
FABRI-NET	74/048,861	Apr. 13, 1990	1631615	Jan. 15, 1991	GES Environmental LLC
GSE	74/704,227	July 21, 1995	2084594	July 29, 1997	GSE Environmental, LLC
GSE 	74/706,341	July 26, 1995	2084598	July 29, 1997	GSE Environmental, LLC
GUNDSEAL	74/049,279	April 16, 1990	1665849	Nov. 26, 1991	GSE Environmental, LLC
GUNDWALL	74/337543	Dec. 7, 1992	1803267	Nov. 9, 1993	GSE Environmental, LLC
PERMANET	76/651,443	Nov. 28, 2005	3333150	Nov. 13, 2007	GSE Environmental, LLC
STUDLINER	75/108,474	May 23, 1996	2175804	July 21, 1998	GSE Environmental, LLC

TRX	76/678,048	June 11, 2007	3527944	Nov. 4, 2008	GSE Environmental, LLC
ULTRAFLEX	74/259,630	Mar. 27, 1992	1764509	Apr. 13, 1993	GSE Environmental, LLC

Pending U.S. Trademark Applications

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>OWNER</u>
ROADRAIN	87/342,368	Feb. 20, 2017	GSE Environmental, LLC

Item B

1. Strategic Alliance Agreement, dated February 10, 2017, by and between GSE Environmental, LLC and LiteEarth, LLC.
2. License Agreement, dated September 30, 2009, by and among Tenax Environmental Acquisition LLC, Tenax International, B.V., Tenax SpA and Tenax Corporation.
3. Sublicense Agreement, dated September 30, 2009, by and between Tenax Environmental Acquisition LLC and Tenax Corporation.
4. Omnibus Amendment No. 1 to Tenax Documents, effective as of February 4, 2013, by and among Syntec, LLC (f/k/a Tenax Environmental Acquisition LLC), Tenax International, B.V., Tenax SpA, Tenax Realty LLC and Tenax Corporation.
5. Business Protection Agreement, dated September 30, 2009, by and among Tenax Environmental Acquisition LLC, Tenax Corporation and Tenax International, B.V.
6. Trademark License, dated September 30, 2009, by and between Tenax SpA and Tenax Environmental Acquisition LLC.