

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502738

<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>
R & B Leasing, LLC		12/19/2018	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch		
<b>Street Address:</b>	600 Washington Blvd.		
<b>Internal Address:</b>	Agency Group		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5439430	RAILJET	
<b>Registration Number:</b>	5238476	SUPERNAIL	
<b>Registration Number:</b>	5141996	GSIBRIDGE	
<b>Registration Number:</b>	4412485	GEOSTABILIZATION INTERNATIONAL	
<b>Registration Number:</b>	5191463	GSI	
<b>Registration Number:</b>	5141990	GSIABUTMENTS	
<b>Registration Number:</b>	3691782	GSI	
<b>Registration Number:</b>	3599864	BIOWALL	
<b>Serial Number:</b>	88107040	GCS	
<b>Serial Number:</b>	88107590	GEOSTABILIZATION INTERNATIONAL	
<b>Serial Number:</b>	87175459	GCS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		

CH \$290.00 5439430

TRADEMARK

**Address Line 1:** 1090 Vermont Avenue, NW  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 552258-10

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 12/19/2018

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 19, 2018, is made by R & B LEASING, LLC, a Colorado limited liability company (the "Grantor"), in favor of UBS AG, Stamford Branch, as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of December 19, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Geo Holding Corporation, a Delaware corporation ("Holdings"), Geo Parent Corporation, a Delaware corporation (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders"), and UBS AG, Stamford Branch, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of December 19, 2018 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a

statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

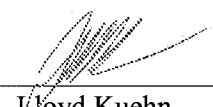
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

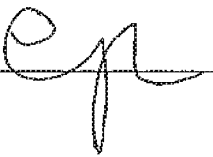
**R & B LEASING, LLC**, as Grantor

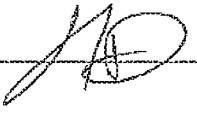
By:  \_\_\_\_\_

Name: Lloyd Kuehn

Title: Chief Financial Officer

UBS AG, STAMFORD BRANCH  
as the Collateral Agent


By:  Craig Pearson  
Name: Associate Director  
Title: Banking Product Services, US

By:  Houssein Daly  
Name: Associate Director  
Title: Banking Products Services, US

[Signature Page to Grant of Security Interest in Trademark Rights]

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Registration / Application Number</b>	<b>Registration / Application Date</b>
RAILJET	United States	R & B LEASING, LLC	Reg 5439430	Reg 03-APR-2018
SUPERNAIL	United States	R & B LEASING, LLC	Reg 5238476	Reg 04-JUL-2017
GSIBRIDGE	United States	R & B LEASING, LLC	Reg 5141996	Reg 14-FEB-2017
GHOSTABILIZATION INTERNATIONAL	United States	**R & B LEASING, LLC <sup>1</sup>	Reg 4412485	Reg 01-OCT-2013
GSI 	United States	R & B LEASING, LLC	Reg 5191463	Reg 25-APR-2017
GSIABUTMENTS	United States	R & B LEASING, LLC	Reg 5141990	Reg 14-FEB-2017
GSI	United States	**R & B LEASING, LLC <sup>2</sup>	Reg 3691782	Reg 06-OCT-2009
BIOWALL	United States	**R & B LEASING, LLC <sup>3</sup>	Reg 3599864	Reg 31-MAR-2009
GCS	United States	R & B LEASING, LLC	App. 88/107,040	App. 06-SEPT-2018
GHOSTABILIZATION INTERNATIONAL	United States	R & B LEASING, LLC	App. 88/107,590	App. 06-SEPT-2018
GCS	United States	R & B LEASING, LLC	App. 87/175,459 (Pending ITU)	App. 19-SEPT-2016

<sup>1</sup> Record ownership shows "R&B Leasing".

<sup>2</sup> Record ownership shows "R&B Leasing".

<sup>3</sup> Record ownership shows "R&B Leasing".