

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WATERSHED GEOSYNTHETICS LLC (FKA CLOSURETURF LLC)		11/06/2019	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	SHAW INDUSTRIES GROUP, INC.		
Street Address:	616 EAST WALNUT AVENUE		
City:	DALTON		
State/Country:	GEORGIA		
Postal Code:	30720		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4651293	CLOSURETURF	
Registration Number:	4686677	HYDROTURF	
Registration Number:	4786724	HYDROBINDER	
Registration Number:	4860682	WATERSHEDGEO	
Registration Number:	4683425	HYDROTURF	
Registration Number:	4860964	WG	
Registration Number:	4769217	VERSACAP	
Registration Number:	4782443	VERSACAP	
Registration Number:	4856196	UNEARTHING SOLUTIONS	
Registration Number:	4898918	CLOSURETURF	
Registration Number:	5210013	ARMORFILL	
Registration Number:	5623011	TERRAARMOR	
CORRESPONDENCE DATA			
Fax Number:	2125414630		
<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>			
Phone:	2125412000		
Email:	tcrodriguez@bclplaw.com		

CH \$315.00 4651293

Correspondent Name: BRYAN CAVE LEIGHTON PAISNER LLP
Address Line 1: 1290 Avenue of the Americas
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER: 1108118.000265

NAME OF SUBMITTER: Teresa C. Rodriguez

SIGNATURE: /Teresa C. Rodriguez/

DATE SIGNED: 11/25/2019

Total Attachments: 10

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SECOND SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

THIS SECOND SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of November 6, 2019 and effective as of the 1st day of October, 2019, 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 "Original PTSA"), as supplemented by that certain First Supplement to Patent and Security Agreement dated as of October 6, 2017 (the "First Supplement"), executed by Debtor and Secured Party, and recorded in the USPTO at Reel 043854 and Frame 0864 (the Original PTSA, as supplemented by the First Supplement, being sometimes referred to herein as the "PTSA");

WHEREAS, Section 6 of the Original 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 I hereto (sometimes collectively referred to herein as the "Supplemental Patent and Trademark Collateral") into, and as a part of, Schedule I attached each of the Original PTSA and the First Supplement, 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 I 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 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 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 13th day of November, 2019.

NOTARY PUBLIC

[Signature]

My Commission Expires:

05/19/2020



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

By: [Signature]

Name: Michael R. Ayers

Title: Chief Executive Officer

Sworn to and subscribed before me
this 6 day of November, 2019.

NOTARY PUBLIC

[Signature]

My Commission Expires:

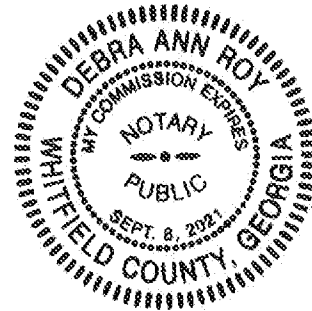
DEBRA ANN ROY
Notary Public
Whitfield County, State of GA
My Comm. Expires Sept. 8, 2021

SHAW INDUSTRIES GROUP, INC., as
Secured Party

By: [Signature]

Name: KENNETH G. JACKSON, E.V.P.

Title: and Chief Financial Officer



SCHEDULE 1
TO
SECOND SUPPLEMENT TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Patent Registrations/ Applications

Jurisdiction	Patent Title or Description	Publication No.	Application/Registration No.	App/Reg Date
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

Jurisdiction	Patent Title or Description	Publication No.	Application/Registration No.	App/Reg Date
United States	FORMED IN PLACE FILLED STRUCTURE WITH SYNTHETIC TURF		14/050,440	October 10, 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

Jurisdiction	Patent Title or Description	Publication No.	Application/Registration No.	App/Reg Date
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 SOUPAPE 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

Jurisdiction	Patent Title or Description	Publication No.	Application/Registration No.	App/Reg Date
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 REMPLIE 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
United States	Ballast System Roof Protection (continuation of '638) roof structure in combination with ballast system		16/237,999	2019-01-02
United States	Water Flow Control Ground Cover spun bond with impermeable substrate	Published US 2019-0161931 A1	16/203,451 with benefit of 62/591,404	2018-11-28
United States	Geoturf Tubes And Improvements To Conventional Geotubes	Published US 2019-0153687 A1	16/193,955	2018-11-16
United States	Stabilized Water Flow Control Ground Cover (spun bond tufted and stabilizer portion at bottom)		62/591,428	2017-11-28

Jurisdiction	Patent Title or Description	Publication No.	Application/Registration No.	App/Reg Date
United States	Stabilized Water Flow Control Ground Cover (spun bond tufted and stabilizer portion at bottom)	Published US 2019-0161930 A1	16/203,442 with benefit of 62/591,428	2018-11-28
United States	Tufted Geotextile With Increased Shear Resistance To Hydraulic Infill Displacement		62/726,138	2018-08-31
United States	Tufted Geotextile With Increased Shear Resistance To Hydraulic Infill Displacement		16/558,235 (includes priority to 62/742,588 - matter 98)	2019-09-02
United States	Shear Resistant Geomembrane Using Mechanical Engagement		62/726,133	2018-08-31

Patent Licenses

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

Trademark Applications/Registrations

Jurisdiction	Mark	Application/ Registration No.	App/Reg Date
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	Arnorfill	5,210,013	05-23-2017
United States	TERRAARMOR	86/617,209/ 5,623,011	05-01-2015 12-04-2018