

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM570375

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Grant of Security Interest
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG		04/01/2020	Aktiengesellschaft (Ag): SWITZERLAND

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 N. Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 74

Property Type	Number	Word Mark
Registration Number:	4238355	ARMORPACT
Registration Number:	4491826	
Registration Number:	3948498	DENSIPACT
Registration Number:	4653651	GEOCONCRETE
Registration Number:	4653652	GEOPIER GEOCONCRETE
Registration Number:	4596618	GEOPIER SRT
Registration Number:	2281184	GEOPIER
Registration Number:	3646509	GEOPIER
Registration Number:	4482563	GEOPIER ARMORPACT
Registration Number:	4441004	GEOPIER DENSIPACT
Registration Number:	4511426	GEOPIER GP3
Registration Number:	4422722	GEOPIER IMPACT
Registration Number:	4419454	GEOPIER IS GROUND IMPROVEMENT
Registration Number:	4605983	GEOPIER RAMMED AGGREGATE PIER
Registration Number:	4422723	GEOPIER RAMPACT
Registration Number:	4846999	GEOPIER X1
Registration Number:	4506154	GP3
Registration Number:	5271348	GP3

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3642754	IMPACT
Registration Number:	3016156	IMPACT
Registration Number:	5271329	IMPACT
Registration Number:	3604750	INTERMEDIATE FOUNDATION
Registration Number:	3270605	INTERMEDIATE FOUNDATION
Registration Number:	4439224	INTERMEDIATE FOUNDATION
Registration Number:	2548544	RAMMED AGGREGATE PIER
Registration Number:	3727040	RAMMED AGGREGATE PIER
Registration Number:	3939266	RAMMED COMPACTION
Registration Number:	5289901	RAMMED COMPACTION
Registration Number:	3499706	RAMPACT
Registration Number:	5271328	RAMPACT
Registration Number:	4518384	
Registration Number:	4584488	
Registration Number:	4584487	SRT
Registration Number:	4471693	
Registration Number:	4805014	
Registration Number:	4770335	
Registration Number:	4805013	X1
Registration Number:	2110049	ADD3
Registration Number:	2327032	ARES
Registration Number:	2022408	MESA
Registration Number:	2385184	MESA
Registration Number:	1820338	SIERRA
Registration Number:	2767443	SIERRASCAPE
Registration Number:	3011723	SIERRASCAPE
Registration Number:	1946375	SPECTRA
Registration Number:	1927478	SPECTRA PAVEMENT SYSTEMS
Registration Number:	2226410	TRITON
Registration Number:	4402388	BX1500
Registration Number:	4848847	BXGRID
Registration Number:	3343702	DIMENSION
Registration Number:	4443446	DIMENSION
Registration Number:	5306225	SPECTRAPAVE4-PRO
Registration Number:	4559015	TX160
Registration Number:	4726328	TX7
Registration Number:	4726327	TX5
Registration Number:	4726326	TX140

Property Type	Number	Word Mark
Registration Number:	4726325	TX190L
Registration Number:	4726324	TX130S
Registration Number:	4064152	TENSARSLOPE
Registration Number:	4064151	TENSARSOIL
Registration Number:	3394327	THE COMPANY YOU CAN BUILD ON
Registration Number:	3676903	TRIAX
Registration Number:	3806888	GEO-INGENUITY
Registration Number:	3688489	GEOPIER
Registration Number:	3642756	GEOPIER FOUNDATION COMPANY
Registration Number:	3943769	
Registration Number:	3943768	IMPACT
Registration Number:	3494248	RAMMED SAND PIER
Registration Number:	2920149	
Registration Number:	1924636	3 PHASE
Registration Number:	3897729	BIO-SC
Registration Number:	3740373	HYDRAMATRICX
Registration Number:	2863721	SEDIMENTSTOP
Registration Number:	3634636	MULCH & SEED INNOVATIONS, LLC

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-951-7169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: PRUDENTIAL TOWER, 800 BOYLSTON STREET

Address Line 2: Ropes & Gray LLP

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	107024-0070
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	04/03/2020

Total Attachments: 10

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ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment") is made and entered into as of April 1, 2020, by **UBS AG, Stamford Branch**, as the resigning Collateral Agent (in such capacity, the "Resigning Collateral Agent"), in favor of **Wilmington Trust, National Association**, as the successor Collateral Agent (in such capacity, the "Successor Collateral Agent").

WITNESSETH:

WHEREAS, the Resigning Collateral Agent is party to that certain First Lien Guarantee and Collateral Agreement, dated as of July 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among TAC HoldCo, Inc., a Delaware corporation ("Holdings"); Tensar Corporation, a Delaware corporation (the "Borrower"); the other grantors parties thereto; and the Resigning Collateral Agent;

WHEREAS, pursuant to (i) the Security Agreement, (ii) the First Lien Trademark Security Agreement, dated as of July 9, 2014, made by Geopier Foundation Company, Inc., a Georgia corporation; North American Green Inc., an Indiana corporation; Tensar Corporation, LLC (formerly known as The Tensar Corporation), a Georgia limited liability company; and Tensar International Corporation, a Georgia corporation (collectively, the "Grantors") in favor of the Resigning Collateral Agent, which was recorded at the United States Patent and Trademark Office (the "USPTO") on August 13, 2014, at Reel/Frame 5343/0177, 5343/0194, 5343/0206, and 5343/0218 and (iii) the First Lien Trademark Security Agreement First Supplemental Filing, dated as of June 28, 2017, made by Geopier Foundation Company, Inc., a Georgia corporation and Tensar International Corporation, a Georgia corporation in favor of the Resigning Collateral Agent, which was recorded at the USPTO on October 6, 2017, at Reel/Frame 6177/0446 and 6177/0455 ((ii) and (iii), collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreements"), the Grantors have granted to the Resigning Collateral Agent a continuing security interest in, and lien on, all of their right, title and interest in, to and under the Trademark Collateral (as such term is defined in each Trademark Security Agreement), including, without limitation, those trademark registrations and applications set forth on Schedule I hereto;

WHEREAS, pursuant to that certain Amendment No. 2 and First Lien Agency Assignment Agreement, dated as of April 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Successor Agent Agreement"), among the Borrower, Holdings, the Grantors, the other Subsidiary Guarantors parties thereto, the Resigning Collateral Agent, the Successor Collateral Agent, and the Lenders party thereto, the Resigning Collateral Agent has resigned as administrative and collateral agent under the First Lien Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Security Agreement), and the Successor Collateral Agent has assumed and succeeded to all of the rights, powers, privileges and duties of the Resigning Collateral Agent as administrative and collateral agent thereunder; and

WHEREAS, the Resigning Collateral Agent and the Successor Collateral Agent desire to enter into this Assignment to evidence the assignment by the Resigning Collateral Agent

to the Successor Collateral Agent of all of the Resigning Collateral Agent's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreements, including, without limitation, the Resigning Collateral Agent's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Collateral Agent and the Successor Collateral Agent hereby covenant and agree as of the date first above written as follows:

1. Relation to Security Agreement. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement. In the event of any conflict between this Assignment and the Security Agreement, the Security Agreement shall control.

2. Assignment. The Resigning Collateral Agent hereby transfers, assigns, grants and conveys to the Successor Collateral Agent for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreements, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and the Successor Collateral Agent hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens. This Assignment is being executed and delivered in accordance with the Successor Agent Agreement.

3. Recordation. Effective upon the date first written above, the Resigning Collateral Agent authorizes that the USPTO and any other similar Governmental Authority, as applicable, record the Successor Collateral Agent as the successor collateral agent for the Secured Parties in the Trademark Collateral.

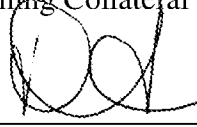
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles which would require the application of the laws of another jurisdiction.


5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

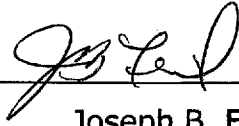
UBS AG, STAMFORD BRANCH,
as Resigning Collateral Agent

By: 
Name: Darlene Arias
Title: Director

By: 
Name: Housseem Daly
Title: Associate Director

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Successor Collateral Agent

By:
Name:
Title:

A handwritten signature in black ink, appearing to read 'J B Feil', is written over a horizontal line.

Joseph B. Feil
Vice President

Schedule I

Name of Debtor/Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.	Jurisdiction
Geopier Foundation Company Inc.	ARMORPACT	(2/23/2011)/ 11/6/2012	Registered	(85/249,091)/ 4,238,355	US
Geopier Foundation Company Inc.	CLAW (logo design)	(6/7/2012)/ 3/4/2014	Registered	(85/645,770)/ 4,491,826	US
Geopier Foundation Company Inc.	DENSIPACT	(7/15/2009)/ 4/19/2011	Registered	(77/781,639)/ 3,948,498	US
Geopier Foundation Company Inc.	GEO-INGENUITY	(11/4/2009)/ 6/22/2010	Cancelled	(77/864,979)/ 3,806,888	US
Geopier Foundation Company Inc.	GEOCONCRETE	(4/23/2013) 12/9/2014	Registered	(85/911,915) 4,653,651	US
Geopier Foundation Company Inc.	GEOPIER GEOCONCRETE	(4/23/2013) 12/9/2014	Registered	(85/911,917) 4,653,652	US
Geopier Foundation Company Inc.	GEOPIER SRT	(1/23/2014) 9/2/2014	Registered	(86/173,610) 4,596,618	US
Geopier Foundation Company Inc.	GEOPIER	(6/23/1998)/ 9/28/1999	Registered	(75/507,565)/ 2,281,184	US
Geopier Foundation Company Inc.	GEOPIER	(11/5/2008)/ 6/30/2009	Registered	(77/607,588)/ 3,646,509	US
Geopier Foundation Company Inc.	GEOPIER (logo design)	(11/5/2008)/ 9/29/2009	Cancelled	(77/607,531)/ 3,688,489	US
Geopier Foundation Company Inc.	GEOPIER ARMORPACT	(3/15/2013)/ 2/11/2014	Registered	(85/877,284)/ 4,482,563	US
Geopier Foundation Company Inc.	GEOPIER DENSIPACT	(6/7/2012)/ 11/26/2013	Registered	(85/645,757)/ 4,441,004	US

Name of Debtor/Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.	Jurisdiction
Geopier Foundation Company Inc.	GEOPIER GP3	(6/7/2012)/ 4/8/2014	Registered	(85/645,742)/ 4,511,426	US
Geopier Foundation Company Inc.	GEOPIER IMPACT	(6/7/2012)/ 10/22/2013	Registered	(85/645,748)/ 4,422,722	US
Geopier Foundation Company Inc.	GEOPIER IS GROUND IMPROVEMENT	(6/7/2012)/ 10/15/2013	Registered	(85/645,764)/ 4,419,454	US
Geopier Foundation Company Inc.	GEOPIER RAMMED AGGREGATE PIER	(6/7/2012)/ 9/16/2014	Registered	(85/645,762)/ 4,605,983	US
Geopier Foundation Company Inc.	GEOPIER RAMPACT	(6/7/2012)/ 10/22/2013	Registered	(85/645,751)/ 4,422,723	US
Geopier Foundation Company Inc.	GEOPIER X1	(5/14/2014)/ 11/3/2015	Registered	(86/281,201)/ 4,846,999	US
Geopier Foundation Company Inc.	GFC (logo design)	(11/5/2008)/ 6/23/2009	Cancelled	(77/607,576)/ 3,642,756	US
Geopier Foundation Company Inc.	GP3	(6/7/2012)/ 4/1/2014	Registered	(85/645,775)/ 4,506,154	US
Geopier Foundation Company Inc.	GP3 & Design	(3/10/2017)/ 8/22/2017	Registered	(87366983)/ 5,271,348	US
Geopier Foundation Company Inc.	HALF MOONS (Logo Design)	(8/6/2010)/ 4/12/2011	Cancelled	(85/102,078)/ 3,943,769	US
Geopier Foundation Company Inc.	HALF MOONS IMPACT (Logo Design)	(8/6/2010)/ 4/12/2011	Cancelled	(85/102,035)/ 3,943,768	US
Geopier Foundation Company Inc.	IMPACT	(11/5/2008)/ 6/23/2009	Registered	(77/607,562)/ 3,642,754	US
Geopier Foundation Company Inc.	IMPACT	(7/22/2003)/ 11/15/2005	Registered	(78/277,318)/ 3,016,156	US

Name of Debtor/Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.	Jurisdiction
Geopier Foundation Company Inc.	IMPACT & Design	(3/1/2017)/ 8/22/2017	Registered	(87/354,496)/ 5,271,329	US
Geopier Foundation Company Inc.	INTERMEDIATE FOUNDATION	(11/10/2008)/ 4/7/2009	Registered	(77/611,059)/ 3,604,750	US
Geopier Foundation Company Inc.	INTERMEDIATE FOUNDATION	(5/23/2006)/ 7/24/2007	Registered	(78/890,066)/ 3,270,605	US
Geopier Foundation Company Inc.	INTERMEDIATE FOUNDATION	(3/15/2013)/ 11/26/2013	Registered	(85/877,289)/ 4,439,224	US
Geopier Foundation Company Inc.	RAMMED AGGREGATE PIER	(3/4/1999)/ 3/12/2002	Registered	(75/653,362 (Supplemental Register))/ 2,548,544	US
Geopier Foundation Company Inc.	RAMMED AGGREGATE PIER	(9/5/2007)/ 12/22/2009	Registered	(77/271,636 (Principal Register))/ 3,727,040	US
Geopier Foundation Company Inc.	RAMMED COMPACTION	(2/26/2010)/ 3/29/2011	Registered	(77/945,807)/ 3,939,266	US
Geopier Foundation Company Inc.	RAMMED COMPACTION	(1/26/2017)/ 9/19/2017	Registered	(87/314,258)/ 5,289,901	US
Geopier Foundation Company Inc.	RAMMED SAND PIER	(9/4/2007)/ 8/26/2008	Cancelled	(77/271,194 (Supplemental))/ 3,494,248	US
Geopier Foundation Company Inc.	RAMPACT	(4/18/2007)/ 9/9/2008	Registered	(77/159,535)/ 3,499,706	US
Geopier Foundation Company Inc.	RAMPACT & Design	(3/1/2017)/ 8/22/2017	Registered	(87/354,480)/ 5,271,328	US
Geopier Foundation Company Inc.	SINGLE HALFMOON (logo design)	(6/7/2012) 4/22/2014	Registered	(85/645,767) 4,518,384	US

Name of Debtor/Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.	Jurisdiction
Geopier Foundation Company Inc.	SLOPE (Design only)	(1/23/2014) 8/12/2014	Registered	(86/173,622) 4,584,488	US
Geopier Foundation Company Inc.	SRT	(1/23/2014) 8/12/2014	Registered	(86/173,616) 4,584,487	US
Geopier Foundation Company Inc.	TRIANGLE (logo design)	(6/7/2012)/ 1/21/2014	Registered	(85/645,771)/ 4,471,693	US
Geopier Foundation Company Inc.	Design of Triangles	(5/14/2014) 9/1/2015	Registered	(86/281,205) 4,805,014	US
Geopier Foundation Company Inc.	Design of Rectangles	(8/14/2014) 7/7/2015	Registered	(86/366,734) 4,770,335	US
Geopier Foundation Company Inc.	X1	(5/14/2014)/ 9/1/2015	Registered	(86/281,195)/ 4,805,013	US
North American Green, Inc.	"E" DESIGN (Yellow)	(11/25/2002)/ 1/18/2005	Cancelled	(76/471,692)/ 2,920,149	US
North American Green, Inc.	3 PHASE	(12/14/1993)/ 10/3/1995	Cancellation pending	(74/469,614)/ 1,924,636	US
North American Green Inc.	BIO-SC	(3/19/2009)/ 12/28/2010	Cancelled	(77/694,564)/ 3,897,729	US
North American Green, Inc.	HYDRAMATRIC X	(4/20/2007)/ 1/19/2010	Cancelled	(77/161,927)/ 3,740,373	US
North American Green, Inc.	SEDIMENTSTOP	(12/31/2002)/ 7/13/2004	Cancelled	(78/198,960)/ 2,863,721	US
Tensar Corporation, LLC	ADD ³ (3 is superscripted)	(9/15/1995) 10/28/1997	Registered	(75/976,308)/ 2,110,049	US
Tensar Corporation, LLC	ARES	(11/27/1996)/ 3/7/2000	Registered	(75/205,405)/ 2,327,032	US
Tensar Corporation, LLC	MESA	(8/9/1994)/ 12/10/1996	Registered	(74/559,049)/ 2,022,408	US

Name of Debtor/Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.	Jurisdiction
Tensar Corporation, LLC	MESA	(5/11/1999)/ 9/12/2000	Registered	(75/703,230)/ 2,385,184	US
Tensar Corporation, LLC	SIERRA	(7/14/1992)/ 2/8/1994	Registered	(74/294,234)/ 1,820,338	US
Tensar Corporation, LLC	SIERRASCAPE	(4/2/2001)/ 9/23/2003	Registered	(76/234,047)/ 2,767,443	US
Tensar Corporation, LLC	SIERRASCAPE	(4/2/2002)/ 11/1/2005	Registered	(76/389,835)/ 3,011,723	US
Tensar Corporation, LLC	SPECTRA	(6/16/1994)/ 1/9/1996	Registered	(74/538,603)/ 1,946,375	US
Tensar Corporation, LLC	SPECTRA PAVEMENT SYSTEMS	(6/7/1994)/ 10/17/1995	Registered	(74/534,686)/ 1,927,478	US
Tensar Corporation, LLC	TRITON	(2/10/1995)/ 2/23/1999	Registered	(74/632,368)/ 2,226,410	US
Tensar International Corporation	BX1500	(1/26/2012)/ 9/17/2013	Registered	(85/526,128)/ 4,402,388	US
Tensar International Corporation	BXGRID	(11/29/2013) 11/10/2015	Registered	(86/131,776) 4,848,847	US
Tensar International Corporation	DIMENSION	(5/3/2007)/ 11/27/2007	Registered	(77/172,020)/ 3,343,702	US
Tensar International Corporation	DIMENSION	(4/17/2013)/ 12/3/2013	Registered	(85/906,909)/ 4,443,446	US
Tensar International Corporation	MULCH AND SEED INNOVATIONS	(10/28/2008)/ 6/9/2009	Cancelled	(77/602,160)/ 3,634,636	US

Name of Debtor/Grantor	Title	Filing Date/ Issued Date	Status	Application/ Registration No.	Jurisdiction
Tensar International Corporation	SPECTRAPAVE4-PRO	(3/162017)/ 10/10/2017	Registered	(87/374,451)/ 5,306,225	US
Tensar International Corporation	TX160	(9/10/2013) 7/1/2014	Registered	(86060671) 4,559,015	US
Tensar International Corporation	TX7	(3/8/2014) 4/28/2015	Registered	(86215435) 4,726,328	US
Tensar International Corporation	TX5	(3/8/2014) 4/28/2015	Registered	(86215430) 4,726,327	US
Tensar International Corporation	TX140	(3/8/2014) 4/28/2015	Registered	(86215425) 4,726,326	US
Tensar International Corporation	TX190L	(3/8/2014) 4/28/2015	Registered	(86215417) 4,726,325	US
Tensar International Corporation	TX130S	(3/8/2014) 4/28/2015	Registered	(86215409) 4,726,324	US
Tensar International Corporation	TENSARSLOPE	(4/29/2010)/ 11/29/2011	Registered	(85/026,577)/ 4,064,152	US
Tensar International Corporation	TENSARSOIL	(4/29/2010)/ 11/29/2011	Registered	(85/026,565)/ 4,064,151	US
Tensar International Corporation	THE COMPANY YOU CAN BUILD ON	(5/3/2007)/ 3/11/2008	Registered	(77/172,035)/ 3,394,327	US
Tensar International Corporation	TRIAX	(2/21/2007)/ 9/1/2009	Registered	(77/112,396)/ 3,676,903	US