

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570379

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Geopier Foundation Company, Inc.		04/01/2020	Corporation: GEORGIA
Tensar International Corporation		04/01/2020	Corporation: GEORGIA

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: 5

Property Type	Number	Word Mark
Registration Number:	5530625	DX1
Registration Number:	5530624	GEOPIER DX1
Registration Number:	5402408	GEOSPIKE
Registration Number:	5257580	EARTHLOCK
Registration Number:	5746200	TX8

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

CH \$140.00 5530625

NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	04/03/2020
Total Attachments: 6 source=20200402 1070240070 security interest second lien#page1.tif source=20200402 1070240070 security interest second lien#page2.tif source=20200402 1070240070 security interest second lien#page3.tif source=20200402 1070240070 security interest second lien#page4.tif source=20200402 1070240070 security interest second lien#page5.tif source=20200402 1070240070 security interest second lien#page6.tif	

**SECOND LIEN TRADEMARK SECURITY AGREEMENT
SECOND SUPPLEMENTAL FILING**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2020 (this “**Trademark Security Agreement**”), is made by Geopier Foundation Company, Inc., a Georgia corporation, and Tensar International Corporation, a Georgia corporation, (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of Wilmington Trust, National Association, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of July 9, 2014 by and among TAC HoldCo, Inc. (including its permitted successors, “**Holdings**”), Tensar Corporation (for itself and as successor in interest to TAC Merger Corp., the “**Borrower**”), the lenders from time to time party thereto (the “**Lenders**”), the Collateral Agent, Wilmington Trust, National Association (as successor to UBS AG, Stamford Branch), as administrative agent, and the other parties from time to time party thereto (as amended by that certain Amendment No. 1, dated as of December 18, 2018, and that certain Amendment No. 2 and Second Lien Agency Assignment Agreement, dated as of April 1, 2020, and as may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into a Second Lien Guarantee and Collateral Agreement dated as of July 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) between each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute and this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured parties with the United States Patent and Trademark Office and any other similar Governmental Authority, as applicable.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms.

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Recordation

The Grantors authorize the United States Patent and Trademark Office and any other similar Governmental Authority, as applicable, to record this Trademark Security Agreement, including to evidence and perfect the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, in the Trademark Collateral.

SECTION 5. Governing Law

THIS TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

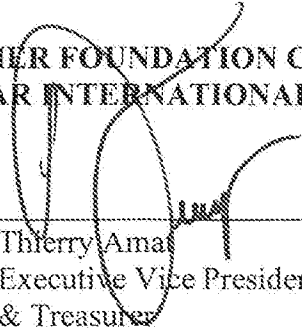
SECTION 6. Counterparts

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

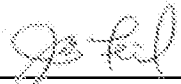
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ACKNOWLEDGED AND AGREED, as of the date
first written above:

GEOPIER FOUNDATION COMPANY, INC.
TENSAR INTERNATIONAL CORPORATION, as Grantors

By:  _____
Name: Thierry Amat
Title: Executive Vice President, Chief Financial Officer
& Treasurer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Joseph B. Feil
Title: Vice President

Schedule A

US Registered Trademarks

Owner	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
Geopier Foundation Company, Inc.	DX1	86806561 02-NOV-2015	5530625 31-JUL-2018	Registered
Geopier Foundation Company, Inc.	GEOPIER DX1	86806523 02-NOV-2015	5530624 31-JUL-2018	Registered
Geopier Foundation Company, Inc.	GEOSPIKE	87056299 01-JUN-2016	5402408 13-FEB-2018	Registered
Tensar International Corporation	EARTHLOCK	87064733 08-JUN-2016	5257580 01-AUG-2017	Registered
Tensar International Corporation	TX8	87455458 18-MAY-2017	5746200 07-MAY- 2019	Registered