

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solmax Geosynthetics, LLC	FORMERLY GSE Environmental, LLC	05/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 11			
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:	1665849	GUNDSEAL	
Registration Number:	1803267	GUNDWALL	
Registration Number:	3333150	PERMANET	
Registration Number:	2175804	STUDLINER	
Registration Number:	1764509	ULTRAFLEX	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		

CH \$290.00 3561584

Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	048012-0096
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	05/27/2021
Total Attachments: 6 source=Project Falcon - Trademark Security Agreement Executed (124234271.1)#page1.tif source=Project Falcon - Trademark Security Agreement Executed (124234271.1)#page2.tif source=Project Falcon - Trademark Security Agreement Executed (124234271.1)#page3.tif source=Project Falcon - Trademark Security Agreement Executed (124234271.1)#page4.tif source=Project Falcon - Trademark Security Agreement Executed (124234271.1)#page5.tif source=Project Falcon - Trademark Security Agreement Executed (124234271.1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by GSE ENVIRONMENTAL, LLC (“Grantor”) in favor of Barclays Bank PLC, as Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “Collateral Agent”).

WHEREAS, Grantor is party to that certain Pledge and Security Agreement dated as of May [27], 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantor, the other grantors party thereto, and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guarantees), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- a) all United States Trademarks, including those listed on Schedule A hereto,
- b) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- c) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 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 hereof attach to any “intent-to-use”

trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, 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 Security Agreement, and Grantor hereby acknowledges and affirms 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 Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment of the Secured Obligations (other than inchoate indemnification or reimbursement obligations or any Cash Collateralization obligation in respect of Letters of Credit) in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

Solmax Geosynthetics, LLC, as a Grantor,

By: 
Name: Johanne Bélanger
Title: Chief Financial Officer and Secretary
and Treasurer

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 007309 FRAME: 0255

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

Groupe Solmax Inc., as a Grantor

By: 
Name: Johanne Bélanger
Title: Chief Financial Officer

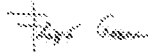
[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 007309 FRAME: 0256

ACCEPTED AND ACKNOWLEDGED BY:

BARCLAYS BANK PLC,

as Collateral Agent

By:  _____

Name: Filippo Crosara

Title: Director

SCHEDULE A

Registrations/Application:

OWNER	TRADEMARK	REGISTRATION/APP LICATION NUMBER	DATE OF REGISTRATION/ APPLICATION
GSE ENVIRONMENTAL, LLC	BENTOLINER	3,561,584	01-13-2009
GSE ENVIRONMENTAL, LLC	BIODRAIN	3,481,155	08-05-2008
GSE ENVIRONMENTAL, LLC	CoalDrain	5,165,491	03-21-2017
GSE ENVIRONMENTAL, LLC	COALTEX	5,165,493	03-21-2017
GSE ENVIRONMENTAL, LLC	FABRI-NET	1,631,615	01-15-1991
GSE ENVIRONMENTAL, LLC	GSE	2,084,594	07-29-1997
GSE ENVIRONMENTAL, LLC	GUNDSEAL	1,665,849	11-26-1991
GSE ENVIRONMENTAL, LLC	GUNDWALL	1,803,267	11-09-1993
GSE ENVIRONMENTAL, LLC	PERMANET	3,333,150	11-13-2007
GSE ENVIRONMENTAL, LLC	STUDLINER	2,175,804	07-21-1998
GSE ENVIRONMENTAL, LLC	ULTRAFLEX	1,764,509	04-13-1993