

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of After-Acquired Intellectual Property Security Agreement (First Supplemental Filing) (Releases RF 3697/0144)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCO Funding Corporation		07/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Geopier Foundation Company, Inc.
Street Address:	2500 Northwinds Parkway, Suite 500
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78097697	PRELOAD
Serial Number:	78277318	IMPACT
Serial Number:	78738343	PRELOAD

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038266-0258
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	08/07/2014

Total Attachments: 5

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**RELEASE OF AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY
AGREEMENT (FIRST SUPPLEMENTAL FILING)**

This RELEASE OF AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of July 9, 2014 ("Release"), is made by TCO FUNDING CORP., a Delaware corporation located at 68 South Service Road, Suite 120, Melville, New York 11747 ("TCO"), in favor of GEOPIER FOUNDATION COMPANY, INC., a Georgia corporation located at 2500 Northwinds Parkway, Suite 500, Alpharetta, Georgia 30009 (the "Grantor"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, Tensar, TCO, Arcapita Investment Funding Limited, as agent for TCO, and AIA Limited, as Agent for Tensar, entered into a Murabaha Facility Agreement, dated as of October 31, 2005 (as amended, supplemented or otherwise modified from time to time, the "Commodities Purchase Agreement");

WHEREAS, in connection with the Commodities Purchase Agreement, Holdings and certain of its Subsidiaries entered into the Second Lien Guarantee and Collateral Agreement, dated as of October 31, 2005 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of TCO for the ratable benefit of the Secured Parties;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantor to TCO for the ratable benefit of the Secured Parties, and agreed as a condition thereof to execute the After-Acquired Intellectual Property Security Agreement (First Supplemental Filing), dated as of January 7, 2008 (as amended, supplemented or otherwise modified from time to time, the "First Supplemental Intellectual Property Security Agreement"), for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities;

WHEREAS, the Grantor, pursuant to the First Supplemental Intellectual Property Security Agreement, granted to TCO for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties,

damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask work registrations and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future misappropriations thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing;

WHEREAS, the First Supplemental Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on January 15, 2008, at Reel 020362/Frame 0701; and

WHEREAS, the Obligations have been paid and performed in full and TCO has agreed to release its grant and security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge:

1. Release of Lien. TCO hereby terminates the First Supplemental Intellectual Property Security Agreement, and hereby terminates, cancels and releases any and all security interests that it has in, to and under the Intellectual Property Collateral.

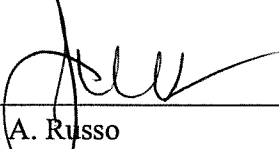
2. Authorization to Record. TCO authorizes and requests that the United States Patent and Trademark Office, the United States Copyright Office, and any applicable government officer record this Release.

3. Further Assurances. TCO shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, at the sole expense of the Grantor.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, TCO has caused this RELEASE OF AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING) to be duly executed and delivered as of the date first above written.

TCO FUNDING CORP.

By: 
Name: Jill A. Russo
Title: Vice President

Schedule 1

Patents

Geopier Foundation Company, Inc.	Soil reinforcement method and apparatus ("Preload")	United States	6,354,768	1/24/00
Geopier Foundation Company, Inc.	Method for Construction of Piers in Soil and Pier Construction ("Improved Preload")	United States	7,004,684	12/5/03
Geopier Foundation Company, Inc.	Apparatus and Method for Building Support Piers from Successive Lifts formed in a Soil Matrix ("Impact")	United States	10/728,405	2/12/04
Geopier Foundation Company, Inc.	Apparatus and Method for Building Support Piers from Successive Lifts formed in a Soil Matrix ("Impact") (continuation-in-part)	United States	11/876,556	10/22/07
Geopier Foundation Company, Inc.	Apparatus and Method for Building Support Piers from Successive Lifts formed in a Soil Matrix ("Impact") (continuation-in-part)	United States	11/747,271	5/11/07

Trademarks

Geopier Foundation Company, Inc.	IMPACT	United States	78/277,318	7/22/03
Geopier Foundation Company, Inc.	PRELOAD	United States	78/097,697	12/11/01
Geopier Foundation Company, Inc.	PRELOAD	United States	78/738,343	10/21/05